

**Request for Qualifications (RFQ)  
to provide Scheduled Short Term Care as a Respite for a Caregiver  
as part of the Family Caregiver Support Program  
for the Suffolk County Office for the Aging**

**Technical Questions Due: January 4, 2013**

**Responses must be submitted no later than 3:00 p.m. on January 25, 2013  
or postmarked no later than January 24, 2013  
Number of copies of Responses to be submitted: One original plus four (4) copies**

**RFQ issued by the County of Suffolk  
Suffolk County Office for the Aging  
H. Lee Dennison Building  
100 Veterans Memorial Highway, 3<sup>rd</sup> Floor  
Hauppauge, New York 11788**

**For additional information, contact:  
Ellen Frankino  
Contracts Examiner**

**Direct Tel. (631) 853-8262  
Main Tel. (631) 853-8200  
Fax: (631) 853-8225  
Email Address: Ellen.Frankino@suffolkcountyny.gov**

**All packages containing Responses must clearly state the RFQ No. (located on upper left hand corner of this page) on each outer mailing envelope or packing box.**

**The Original Response and also each required copy must be clearly marked with the RFQ No. on the outer binder or cover page. The Original Response must be labeled "Original" and must contain the original, ink-signed, County required Compliance Forms and transmittal letter, in addition to your Response.**

**All extra sets must be photocopies of the ENTIRE original Response submitted, including the transmittal letter and all required County Compliance forms.**

**Do NOT return this RFQ document or the sample "Model Agreement." Keep them for your reference.**

**LATE PROPOSALS will be REJECTED**

**Table of Contents**

**Section I**

**Administrative Information**

1. Purpose of RFQ
2. Who should respond to this RFQ
3. Coordinating Departments
4. Background Information
5. Evaluation Committee
6. Questions
7. Due Dates for Responses
8. Number of Copies
9. RFQ Policies and Procedures
10. RFQ Posted on Department Website
11. Reservation of Rights`
12. Response Format
13. Process
14. Contract Term and Other Provisions
15. Use of County Resources to Interfere with Collective Bargaining Activities Local Law No. 26-2003
16. Non-Responsible Bidder Certification Local Law 25-90
17. Effective Period of Responses
18. NYS Freedom of Information Law (FOIL)

**Section II**

**Responder Profile**

1. General Information/Responder's History
2. Qualifications and Experience of Responder
3. Financial Viability
4. Reliability
5. Scheduled Short Term Care History
6. References

**Section III**

**Background Information**

**Section IV**

**Technical Services**

**Section V**

**Cost Response**

**Model Agreement (Subject to Negotiation)**

**Suffolk County Request for Qualifications (RFQ) Legal Appendices/Forms**

RFQ for IIIE Scheduled Short Term Care as a Respite for a Caregiver

**Section I  
Administrative Information**

**1. Purpose of RFQ**

The County of Suffolk (**County**), on behalf of the Department listed on page one of this RFQ invites Responses (**Response(s)**) from qualified companies to provide Scheduled Short Term Care (**Services**). The services are to be provided as a respite for family caregivers of persons 60 years of age and older who are unable to perform two activities of daily living or who due to a cognitive or other mental impairment require substantial supervision as described in Section III entitled "Technical Services".

**2. Who Should Respond To This RFQ**

Responders who want to serve as a provider of Scheduled Short Term Care as a respite for a caregiver for the Suffolk County Office for the Aging, (The Department). Each company must comply with all of the requirements set forth in this RFQ.

If approved by the Department, the County will execute an agreement with the Responder, based on the Model Agreement included in this RFQ.

The Response submitted by the Responder to this RFQ will become the basis for the Agreement.

**3. Coordinating Departments**

**a. Prior to Award of Contract**

The Department's Contracts Unit is responsible for coordinating the issuance of the RFQ:

Suffolk County Office for the Aging  
H. Lee Dennison Building  
100 Veterans Memorial Highway  
Hauppauge, New York 11788  
Main Tel: (631) 853-8200  
Fax (631) 853-8225

Contact: Contract Examiner listed on page one of this RFQ.

**b. After Award of Contract**

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

**4. 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 \$1.9 billion. The County employs approximately 12,000 active employees, with offices located in Hauppauge, Yaphank, Riverhead and many smaller locations.

**RFQ for IIIE Scheduled Short Term Care as a Respite for a Caregiver**

**5. Evaluation Committee**

The RFQ Evaluation Committee will consist of representatives of the Suffolk County Department listed on page one of this RFQ.

**6. Questions**

**a. Administrative Questions**

Administrative questions may be submitted by telephone or in writing (fax/email are acceptable) to the Contract Examiner listed on page one of this RFQ.

**b. Technical Questions**

Technical questions must be submitted in writing (fax/email are acceptable) on or before the date set forth on page one of this RFQ to the attention of the Contract Examiner listed on page one of this RFQ.

Responses to such technical questions will be developed by the Evaluation Committee and issued by the Office for the Aging in the form of an Addendum to this RFQ.

- c.** Except as set forth in paragraphs 6. a. and b. above, no questions or comments should be directed to any County employee or any incumbent contractor regarding this RFQ. Failure to comply may result in disqualification.

**7. Due Dates for Responses**

Responses must be submitted to the attention of the Contracts Examiner listed on page one of this RFQ by 3:30 p.m. on the date set forth on page one of the RFQ.

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

**8. Number of Copies of Contractor's Response**

One original plus such additional numbers of copies as set forth on page one of this RFQ of the Response are required. Do not submit Responses that are permanently bound. Responses are required in 3-ring binder notebooks. A Title Page stating "Scheduled Short Term Care as a Respite for a Caregiver Response in response to RFQ No. 12/0001-edf," Responder name, contact person, telephone number, and date of submission must be affixed to the exterior cover of the 3-ring binder notebook. (A copy of the Title Page must be inserted as the first page of the RFQ response.) Tabs should be used to separate the sections, as labeled in the Section entitled "Response Format." On the spine of each notebook, affix a label or similar marking stating "RFQ for Scheduled Short Term Care as a Respite for a Caregiver" and your agency name.

**9. RFQ Policies and Procedures**

- a.** It is the County's intent to select the Contractors that provide the best solution for the Department's needs. More than one Contractor may be selected, based on geographic catchment areas and/or the specific needs of caregivers.

- b. The successful Responder's contract will be in the format set forth in the Section, entitled "Model Agreement," but will be subject to final contract negotiations.
- c. This RFQ is not intended and shall not be construed to commit the County to pay any costs incurred in connection with any Response or to procure or contract for any services.
- d. As a preliminary step, each response will be examined to determine whether it is responsive to the requirements of this RFQ. All qualified Responses will be evaluated in accordance with the above criteria.
- e. The decision to award a contract shall be based on the ability of the Responder to provide quality and needed 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. While the County is under no obligation to contact Responders for clarifications, it reserves the right to do so. Depending on the number and quality of the Responses submitted, the County, at the sole discretion of the Evaluation Committee, may elect to interview all or some of the Responders during the selection process and to request presentations.
- g. The County will not necessarily choose the Responder(s) with the lowest rates for Services. Based on the evaluation criteria, a competitive range consisting of those Responses which are acceptable to the County, or which could be made acceptable following written or oral presentations, will be determined.
- h. The award of any contract will be made as judged to be in the best interest of the County.

**10. RFQ Posted On Department Website**

Copies are available on-line at the Department's website:

[Http://suffolkcountyny.gov/departments/County\\_Exec/aging.aspx](http://suffolkcountyny.gov/departments/County_Exec/aging.aspx).

**11. Reservation of Rights**

The County expressly reserves the right to:

- a. Reject or cancel any or all proposals or any part thereof submitted in response to this RFQ;
- b. Withdraw the RFQ at any time, at the County's sole discretion;
- c. Disqualify any Responder whose conduct and/or Response fails to conform to the requirements of the RFQ;
- d. Use Response information obtained through site visits, management interviews, and the County's investigation of a Responder's qualifications, experience, ability or financial standing, and any material or information submitted by the Responder in response to the

**RFQ for III E Scheduled Short Term Care as a Respite for a Caregiver**

County's request for clarifying information in the course of evaluation and/or selection under this RFQ;

- e. Prior to the due date, direct Responders to submit Response modifications addressing a subsequent RFQ modification;
- f. Change any of the dates concerning the RFQ schedule;
- g. Eliminate any mandatory, not-material specification that cannot be complied with by all of the prospective Responders;
- h. Waive any requirements that are not material;
- i. Award negotiated contracts to one or more Responders;
- j. Negotiate with successful Responders within the scope of the RFQ, in the best interest of the County;
- k. Conduct negotiations with another Responder should the County be unsuccessful in negotiations with the selected Responder.

**12. Response Format**

Responses must include the following:

**a. Transmittal Letter (one original plus 4 copies)**

A transmittal letter is a letter on the Responder's stationery. A corporate officer or an authorized agent of the Responder 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. Required Forms**

**i. Suffolk County SCEX Form 22**

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

A corporate officer or an authorized agent of the Responder must sign one (1) original of Form SCEX 22 and have it notarized.

**ii. Suffolk County RFQ or Bid Certification Form SCPD-7**

This form must be signed by a corporate officer or an authorized agent of the Responder.

Form SCPD-7 is included in the Section 8, entitled "Suffolk County Required Compliance Forms in Accordance with County Laws."

**iii. Living Wage Forms (mandatory forms)**

These forms are included in the section entitled "Suffolk County Request for Qualifications (RFQ) Legal Appendices/Forms". See that section for instructions.

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

The Labor Department's Living Wage Unit may be reached at (631) 853-3803 for specific questions.

**iv Living Wage Forms (optional forms)**

These forms are included in the section entitled "Suffolk County Request for Qualifications (RFQ) Legal Appendices/Forms". See that section for instructions.

**v. Lawful Hiring Forms**

These forms are included in the section entitled "Suffolk County Request for Qualifications (RFQ) Legal Appendices/Forms". See that section for instructions.

The Labor Department's Living Wage Unit may be reached at (631) 853-3803 for specific questions.

**c. Responder Profile/Response to Questions set forth in the RFQ Section entitled "Responder Profile"**

This section will be used in the County's evaluation of the Responder's general qualifications.

**d. Responder's Proposed Technical Services/Response to items set forth in the RFQ Section entitled "Technical Services"**

This section will be used in the County's evaluation of the Responder's proposed technical services.

**e. List (if applicable) of Subcontractors**

Identify all subcontractors the Responder 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 Response may be grounds for disqualification.

- i. Sub-contractors must complete all County forms listed above in paragraph 12 (b).**
- ii. Sub-contractors must respond to all questions set forth in the RFQ Section entitled "Responder Profile."**

- iii. Sub-contractors must respond to all requirements, to the extent such requirements are applicable to the services they will be providing, set forth in the RFQ Section entitled "Technical Requirements."

**f. Cost Response**

Use the format (expand as appropriate) set forth in the RFQ Section entitled "Cost Response" for specific requirements.

The Cost Response should be submitted in the same package as other items required by this RFQ, but should be in a separate sealed envelope labeled "Cost Response."

**g. Conflict of Interest**

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

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

**h. Promotional Materials**

Responses shall be prepared avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation.

**13. 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.

**14. Contract Term and Other Provisions**

- a. Each contract term shall be for a twelve (12) month period, beginning January 1, 2013, with subsequent contracts of twelve months each through December 31, 2017.
- b. Reference is made to the Model Form Contract for the terms and conditions of the Agreement to be entered into, including indemnification and insurance which will be included in the executed contract.

- c. If the Responder has a concern or question as regards any of the terms and conditions included in the Model contract, the Responder should note such concerns or questions in their Response. The Response must identify any items relating to the Model contract that the Responder requests be negotiated.
- d. The Model Contract is subject to revision arising out of the terms and conditions imposed by law and/or deemed appropriate by the County Attorney's Office.
- e. The Responder's responses to this RFQ, 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 selected Responder(s).
- f. The County will execute the contract(s) with principal contractors only. Any arrangements, including fee arrangements, partnerships, or collaborations between the principle contracts and subcontractors that provide services as part of the Response, must be fully disclosed in the Response.

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

Responders 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 requires 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. Non-Responsible Bidder Certification  
Local Law 25-90**

The Responder, upon submission of his/her or their Response, understands that he/she or they will be required to set forth whether or not he/she or they have 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 189-5 of the Suffolk County Code under "Nonresponsible Bidder." The Responder must read and be familiar with the provisions of Suffolk County Code Sections 189-4 through 189-9.

This certification shall be set forth on the "Proposal/Bid Certification Form SCPD-7

**17. Effective Period of Responses**

All Responses must state the period for which the Response 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 Response date.

**18. NYS Freedom of Information Law (FOIL)**

All submissions for the County's consideration will be held in confidence pending final execution of the contract(s) unless disclosure is required by law or judicial order. 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 Responder 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 Responder's enterprise, and the Responder wishes such information to be withheld if requested pursuant to FOIL, the Responder shall submit with its Response 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) of the Response 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 Responder's enterprise, and formally requesting that such information be kept confidential. Failure by a Responder 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 Responder 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 Response be kept confidential may not be considered reasonable since a submission cannot reasonably consist of all data exempt from FOIL.

**End of Text for Section I**

**Section II****Responder Profile**

(Please label your responses to Section II with corresponding numbering: i.e. Section II, paragraph 5)

**1. General Information/Responder's History**

Only **Responses** from New York State licensed adult homes, nursing homes or enriched housing facilities approved by the NYS DOH to provide scheduled short-term care shall be considered. New York State licensed adult homes, nursing homes or enriched housing facilities may submit a response if evidence can be shown that a facility has applied to the NYS DOH for approval to provide Scheduled Short Term Care.

For each **Response** list the following:

- a. Responder name and address.
- b. Brief history, including the number of years in business and size of the organization. Include, if applicable, provisions of services to County agencies and special awards or acknowledgments, licenses and affiliations. Describe your agency's relationship with the Suffolk County Ombudservice Program. Do you have a regularly assigned ombudsman at your facility?
- c. Capacity of facility and safeguards for residents with dementia, including the availability of a secure unit.
- 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. Total number of employees in company.

**2. Qualifications and Experience of Responder**

- a. The Responder must demonstrate that it has the necessary expertise to provide Scheduled Short Term Care for eligible persons 60 years of age and older (care receivers) who are unable to perform two activities of daily living or who due to cognitive or other mental impairment require substantial supervision. Describe in detail the relevant expertise you have in providing each of the services required. The description must include but need not be limited to:
  - i. Copy of your New York State Department of Health Operating Certificate and documentation of approval to provide Scheduled Short Term Care or evidence of pending approval.
  - ii. Copy of most recent NYS DOH survey.
  - iii. Copy of Notice of Correction submitted to NYS DOH (if applicable).

- b. Provide resumes of the project director and other key staff who will be assigned to this project. Describe the qualifications and background of your staff, insofar as they relate to this project.
- c. Will temporary staff also be involved? If so, include details of their supervision and training.
- d. Describe other projects involving services to frail elderly persons. Describe the role and experience of key personnel assigned to other similar projects who will be assigned to this project.
- e. State the number of designated respite beds available.
- f. State the ratio of staff to residents during daytime hours and overnight hours.
- g. State the ratio of staff to residents with dementia during daytime hours and overnight hours.
- h. Do you have supervisory staff present at the facility 24 hours per day? What titles? What is the ratio of supervisors to staff supervised during daytime and overnight hours?

### 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. Statements should include:

- Balance Sheet
- Income Statement
- Cash flow Projections
- Opinion letter or financial statement signed by either a CEO/CFO/COO attesting to accuracy of the statement

#### 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 Responder. Submit a summary of litigation, if any, against the Responder and its disposition.

#### c. Statement regarding Bankruptcy

If applicable, include a statement disclosing any bankruptcy (ies) filed within the last seven (7) years. The statement must include the date the bankruptcy was originally filed, the current status, and, if applicable, the date the bankruptcy was discharged.

**4. Reliability**

- a. **Operational Systems:** Describe how the Responder will ensure performance through adequate management, supervision and control.
- b. **Operating Problems:** Discuss any operating problems, excluding litigation, which you have experienced within the past three years, and their resolution.
- c. **Record and Reporting Systems:** Describe the Responder's system for self-monitoring and to ensure maintenance of complete and accurate records.

**5. Scheduled Short Term Care History**

Provide a list of all programs you have provided similar services to within the last three years. For each program, provide the following:

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

**6. References**

- a. From the list provided in response to the paragraph entitled "Scheduled Short Term Care History", indicate three program references for similar projects stating services provided, length of time program has been in operation, numbers of clients served and any other pertinent information needed to establish qualifications.
- 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.
- c. The County reserves the right to visit or appoint representatives to visit installations now operated by any bidder.

**End of Text for Section II**

**Section III  
Background Information**

1. The Suffolk County Office for the Aging main office is located at 100 Veterans Memorial Highway, 3<sup>rd</sup> Floor, Hauppauge, New York 11787.
2. The Suffolk County Office for the Aging, (Department) the designated Area Agency on Aging, is a separate and identifiable unit of County government, functioning solely for the purposes of planning and administering programs for Suffolk residents 60 years of age and older and acting as advocate on their behalf.
3. The Department's Family Caregiver Support Unit is responsible for this project.
4. Responses are solicited to provide Scheduled Short Term Care services as described in the Section entitled "Technical Services", as part of the implementation of the Older Americans Act (OAA), Title III E – Family Caregiver Support Program. The Title III services available to caregivers and frail older persons are for persons who are not eligible to receive the same or similar services under any other funding source.
5. This program is intended to provide Scheduled Short Term Care as a Respite. For family caregivers, the program is intended to help sustain their efforts to care for an older relative who has a chronic illness or disability, and will promote the ability of these care receivers to remain in their homes and local communities. For family caregiver support, short-term respite can range from one overnight stay to a full week within one calendar year. Case management is prerequisite to the provision of this service. Case management, assessment and service authorization are determined by the Department's case managers.
6. Title III E defines "family caregiver" as an adult, whether a family member, or another individual, who is an informal provider of in-home and community care to an older (age 60 and older) individual, who is the "care receiver." A care receiver is a person who is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision, or who, due to a cognitive or other mental impairment, requires substantial supervision.
7. Caregivers receiving service under this program are provided with the opportunity to make an anonymous contribution to the cost of the service. All contributions are used to enhance the program. Service may not be denied, however, if a person is unable or unwilling to make a contribution.

Letters are sent to each recipient of service by the Department at least once within the year of service informing him/her of these facts. Any contributions received by the Department will be sent to the Contractor. The contribution amount is deducted from the voucher and an audit trail is maintained.

End of Text for Section III

**Section IV  
Technical Services**

(Please label your responses to Section IV with corresponding numbering: i.e. Section IV, paragraph 5)

1. Describe your admissions procedure for scheduled short-term care stay.
2. Describe your ability to service individuals with dementia and physical disability.
3. How are personal care and/or nursing care provided?
4. What in the organizational operating environment will contribute to the project's success? What resources does the organization have to support the project? Document any collaborative arrangements that will enhance the quality or chances for success of the project.
5. Include an organizational chart as relevant.
6. Include a floor plan of your respite facility.
7. Outline your emergency plan and safety measures. Explain how staff is trained and kept up to date regarding emergency procedures.
8. Do you have a secure unit for wanderers?
9. Describe your procedure and training for respite care, and how it differs from care for long-term residents. Outline procedures for contacting family caregivers, and case managers. Explain your plan for coordinating with the Department's case management staff.
10. Describe how your organization can provide Scheduled Short Term Care for the most positive outcomes.
11. Explain how your facility will encourage a respite client to feel welcome during his/her stay.
12. Add any additional information that will enhance your provision of Scheduled Short Term Care Services.

**Section V**  
**Cost Response**

**1. Separate Envelope:**

The Cost Response should be submitted in the same package as other items required by this RFQ, but should be in a separate sealed envelope labeled "Cost Response". The Cost Response must be submitted in a separate sealed envelope, as it will not be opened until after the technical evaluation is completed.

**2. Cost is One of Several Evaluation Criteria:**

Based on the evaluation criteria set forth in Section I, entitled "Administrative Information", please note that the County will not necessarily choose the Responder with the lowest rates for Services.

**3. Additional Information:**

The Responder should provide any additional information it deems necessary to explain or clarify its Cost Response.

**4. Agency Match:**

Each agency submitting a proposal for a project must provide a minimum of 10% in agency matching funds from non-county resources. Public and/or private resources other than county appropriations may be used to comprise the required amount of local match. Allowable agency match includes agency expenses made for direct project costs incorporated into the approved application for which the agency can provide an audit trail showing evidence of the expense, and the funding sources are otherwise allowable as matching funds.

Examples of allowable match include, but are not limited to: salaries and fringe benefits of personnel assigned to the project; including pro-rated salaries of persons assigned part-time, the cost of rent, building maintenance and/or utility costs related to space used for approved projects; supplies or equipment purchased for the program. The value of volunteer services, depreciation costs or donated goods and services are not allowable as matching funds.

Example:                      Rate  
                                            — 10% match  
                                            = Reimbursement

**5. Cost Basis:**

The Cost Response should be stated on a unit cost basis for private and semi-private rooms. One unit equals one 24-hour period/day. The unit cost should include all the costs involved in the design, administration, etc. of the project.

**End of Text for Section V**

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Model Contract Subject to Negotiation**

This Contract ("the Contract") is between the **County of Suffolk ("the County")**, a municipal corporation of the State of New York, acting through its duly constituted **Office for the Aging ("the Department")**, located at 100 Veterans Memorial Highway, Hauppauge, New York 11787 and

**Insert Name of Contractor ("the Contractor")**, having an address at **Insert Address**.

The Contractor has been designated to receive funds from the County for Scheduled Short Term Care as a Respite for a Caregiver ("**the Services**") as set forth in Article I, entitled "Description of Services."

**Term of the Contract:** Shall be January 1, @ through December 31 @.

**Total Cost of the Contract:** Shall be paid on a fee for service basis at @ per day for the current program year, not to exceed @ amount.

**Terms and Conditions:** Shall be as set forth in Articles I through, attached hereto and made a part hereof.  
**In Witness Whereof,** the parties hereto have executed the Contract as of the latest date written below.

**Name of Contractor**

**County of Suffolk**

By: \_\_\_\_\_  
Name:  
Title:  
Fed. Tax ID #  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name  
Deputy County Executive  
Date: \_\_\_\_\_

**Approved as to Legality:**  
**Paul Margiotta**  
**Chief Deputy County Attorney**

**Approved:**  
**Department**

By: \_\_\_\_\_  
Basia Deren Braddish  
Assistant County Attorney

By: \_\_\_\_\_  
Holly S. Rhodes-Teague  
Director, Office for the Aging

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Recommended:**

By: \_\_\_\_\_  
Ritva Gottesman  
Date  
Asst. Senior Citizens Program Coordinator

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**List of Articles & Exhibits**

**Article I**

**Description of Services**

**Article IA**

**Grievance Procedures**

**Article II**

**Financial Terms and Conditions**

1. Conflicting Provisions
2. General Payment Terms
3. Agreement Subject to Appropriation of Funds
4. Accounting Procedures
5. Audit
6. Comptroller's Rules and Regulations for Consultant's Agreements

**Article III**

**County Terms and Conditions**

1. Elements of Interpretation
2. Meanings of Terms
3. Contractor Responsibilities
4. Qualifications, Licenses, and Professional Standards
5. Notifications
6. Documentation of Professional Standards
7. Credentialing
8. Engineering Certificate
9. Termination
10. Indemnification and Defense
11. Insurance
12. Independent Contractor
13. Severability
14. Merger; No Oral Changes
15. Set-Off Rights
16. Non-Discrimination in Services
17. Nonsectarian/Nonpartisan Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

22. Confidentiality
23. Assignment and Subcontracting
24. Changes to Contractor
25. No Intended Third Party Beneficiaries
26. Certification as to Relationships
27. Publications
28. Copyrights and Patents
29. Arrears to County
30. Lawful Hiring of Employees Law in Connection with Contracts for Construction or Future Construction
31. Record Retention
32. Notice

**Article IV**

**Suffolk County Legislative Requirements**

1. Contractor's/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
4. Lawful Hiring of Employees Law
5. Gratuities
6. Prohibition Against Contracting with Corporations that Reincorporate Overseas
7. Child Sexual Abuse Reporting Policy
8. Non Responsible Bidder
9. Use of Funds in Prosecution of Civil Actions Prohibited
10. Youth Sports
11. Work Experience Participation
12. Suffolk County Local Laws Website Address

**Appendix**

Public Disclosure  
Living Wage  
Union Certification  
Lawful Hiring  
Comptroller's Rules

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Article I  
Description of Services**

**Whereas**, the County issued an Request for Qualifications (“RFQ”) on December 11, 2012; and

**Whereas**, the Contractor submitted a proposal in response to such RFQ; and

**Whereas**, the County has selected the Contractor to provide the services as set forth herein;

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

**1. Conflicting Provisions**

In the event of any conflict between any provision in this Article I and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article I, that it shall prevail over the exhibit.

**2. Goals of Program**

The Title III E Family Caregiver Support Program is authorized under the Older Americans Act (42 U.S.C.A. 3030). Title III E Family Caregiver Support Programs are to sustain the ability of family caregivers to care for frail older persons 60 years of age and older while promoting the ability of the care receivers to remain safe and independent in their own homes and communities as long as possible by providing services such as Personal Care, Scheduled Short Term Care, Adult Day Care and Counseling, Support Groups and Training.

Under Older Americans Act Title III E programs, “scheduled short-term care as a respite” services are available only to caregivers of frail elderly care recipients. Title III E defines “family caregiver” as an adult, whether a family member, or another individual, who is an informal provider of in-home and community care to an older (age 60 and older) individual, who is the “care receiver.” A care receiver is a person who is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision, or who, due to a cognitive or other mental impairment, requires substantial supervision.

For the term of this Agreement, Scheduled Short-Term Care as a respite for a caregiver services shall be provided by the Contractor for short term stays ranging from one overnight to one full week per calendar year per client.

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**3. General Program Terms and Conditions**

- a. The Contractor will provide Scheduled Short Term Care for care receivers for the benefit of their caregivers as designated by the Department based on a comprehensive assessment of needs and eligibility, and the subsequently established care plan.
- b. The Contractor will provide services as authorized on the established care plan maintained by the Department for all open cases for caregivers and care receivers.
- c. The admission of a care receiver for Scheduled Short Term Care respite is also contingent upon the satisfactory completion of Local Department of Social Services-3122 Medical Evaluation or its authorized equivalent, and mutual acceptability of arrangements between the Contractor, the caregiver, the care receiver and the Department.
- d. The Contractor may not impose a means test of eligibility. No income or asset information may be used to determine eligibility for service notwithstanding any other provisions of this Agreement.
- e. The Contractor must provide a minimum of 10% in agency matching funds from non-county resources. Public and/or private resources other than county appropriations may be used to comprise the required amount of agency match. Allowable agency match includes agency expenses made for direct project costs incorporated into the approved application for which the agency can provide an audit trail showing evidence of the expense, and the funding sources are otherwise allowable as matching funds.

Examples of allowable match include, but are not limited to: salaries and fringe benefits of personnel assigned to the project; including pro-rated salaries of person assigned part-time, the cost of rent, building maintenance and /or utility costs related to space used for approved projects; supplies or equipment purchased for the program. The value of volunteer services, depreciation costs or donated goods and services are not allowable as matching funds.

**4. Administration**

- a. Overall administration of this program will be the responsibility of the Contractor. The Contractor will insure proper implementation and direction of the service, and insure accuracy and timeliness of submission of all reporting forms and expenditures.
- b. Program staff shall attend meetings and training as requested by the Department.

**5. Contractor's Staff**

- a. The Contractor agrees to employ adequate numbers of qualified staff and supervisory personnel to assure satisfactory conduct of the project. The Contractor will have on file with the Department the procedures to be followed by workers and other staff in case of emergency. The Department shall have the right to prior approval of contractor's staff for this project.
- b. The Contractor shall designate a contact person for the Scheduled Short Term Care as a program and shall advise the Department of the identity and phone number of the contact person.
- c. All workers must be trained before beginning to work with the elderly, including but not limited to orientation to personal care skills, body mechanics and behavior management. Each worker shall receive at least six hours of in-service training annually. All short term care workers shall have a designated supervisor.

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

- i. All short term care workers must be screened for a history of criminal abuse.
  - ii. At the time of employment and at least every 12 months thereafter, or more frequently if needed, an employee must provide a statement from a physician or physician assistant stating that the respite worker is free from any health impairment which is of potential risk to care receivers or might interfere with the performance of the individual's duties; and that the employee has had a ppd (Mantoux) skin test for tuberculosis within 30 days prior to employment and no less frequently than every two years after employment begins. Positive findings require appropriate clinical follow-up but no repeat skin test. The employee must also have any additional test that may be required by the local board of health.
- d. Any of the Contractor's employees whose duties include the components of the scheduled short-term care programs shall attend meetings and training as may be requested by the Department.

**6. Coordination**

The Contractor shall coordinate the delivery of services with other providers and organizations to provide the most suitable outcomes and minimize possible duplication of effort. In order to accomplish this, the Contractor will undertake activities such as but not limited to participation in inter-agency meetings, coordination of referrals and follow-ups with other local service providers, entering into agreements with other organizations for joint efforts and/or funding, centralized assessment and maintaining up-to-date resource materials both within and outside the Contractor's organization.

**7. Incident Reporting**

- a. The Contractor agrees to provide the Department with reports of all instances of claims, costs, damages, and injuries to persons or property of whatsoever kind arising out of services provided under this Agreement. All such notifications should be given to the Department immediately after the incident, if possible, but in no case longer than five (5) days after the incident. The Contractor further agrees to send the Department copies of all "notices of claim" or any other papers relating to litigation it receives relating to the program covered under this Agreement.
- b. The Contractor will report at least verbally to the Department, within 24 hours any incidents involving the client, whether the incident requires medical attention or not. A written follow up of such incident shall be sent to the Department within 5 days of occurrence. The Contractor will report any circumstances outside normal events that affect the well-being of the client, including deteriorating conditions and significant changes that might lead to unsafe conditions for the client.

**8. Confidentiality**

- a. The Contractor agrees that no personal information obtained from an individual in conjunction with this program shall be disclosed in a form in which it is identified with the individual without such individual's written consent to such disclosure, except to the Department.
- b. In the case of a request by the Department for names and addresses of individuals participating in the program, the Contractor shall furnish such information as requested. Failure to comply with a request by the Department for such information shall be deemed a material breach of this Agreement and shall result in a freeze on all monies due and owing to the Contractor until compliance by the Contractor.

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**9. Promotions and Advertisements**

- a. It is the responsibility of the Contractor to have the following identifying logo on any printed material (including without limitation television graphics):

Funding Provided by the U.S. Department of Health and Human Services  
through the  
New York State Office for the Aging  
and the  
Suffolk County Office for the Aging

- b. Any announcements of the program on radio or television must identify funding in the same manner.
- c. The provisions of this paragraph 10 supersede the provisions of paragraph 27 of Exhibit I.

**10. Contributions**

Caregivers receiving service under this program must be provided with the opportunity to make an anonymous contribution to the cost of the service. All contributions are used to enhance the program. Service may not be denied, however, if a person is unable or unwilling to make a contribution.

Letters are sent to each recipient of service by the Department at least once within the year of service informing him/her of these facts. Any contributions received by the Department will be sent to the provider of the service. The contribution amount is deducted from the voucher and an audit trail is maintained.

**11. Monitoring**

**a. Financial Transactions**

The Department's staff and staff of the New York State Office for the Aging may examine or review evidence regarding the existence, timing and classification of financial transactions that are charged to the program for reimbursement. To obtain this evidence, such staff may examine documentary evidence, including financial statements, financial reports, etc., and original records. Such staff may make physical verification by actually observing or counting certain assets (e.g., cash, equipment and supplies) to establish their physical existence.

**b. Program**

Subject to the limitations of client confidentiality, the Contractor agrees to permit the Department's staff and staff of the New York Office for the Aging to review program records and to monitor training, supervision and services at any time.

**12. Safety**

- a. The Contractor shall take reasonable precautions to protect the rights and safety of care receivers during their residency at the Contractor's facility.
- b. The Contractor shall have a secure unit for care receivers during their residency, if indicated by the assessment as appropriate.
- c. For the term of this Agreement, the Contractor shall maintain and have available for inspection by the Department, upon its request, written procedures to be followed by staff in case of emergency, as well as policies and procedures for providing backup workers when the usual staff is not available, and shall make an updated emergency plan available at least annually.

**Rev. 11/14/12; Law No.**

**Issue Date: November 29, 2012**

**SC RFQ No. 12/0001-edf**

**Commodity Code 95285**

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Contractor's Response to RFQ 12/0001-edf**

**End of Article I**

**Article IA  
Grievance Procedures**

**1. Purpose**

In accordance with §306 (a) (6) (P) of the Older Americans Act, as amended (OAA), the Suffolk County Office for the Aging has established a process for resolving complaints from older persons who are dissatisfied with or denied services funded under Title III of the Act.

**2. Notifying Participants of the Right to File a Grievance**

- a. The Contractor shall inform all participants in the program of the right to file a grievance. A summary of the procedures, including a statement that assistance to file shall be provided to older persons, must be prominently posted at service delivery sites or offices at which participants and service applicants apply for services. Summaries must be in a format approved by the Department and shall also be written in languages other than English where required to serve the client/applicant population. Service participants shall be informed of the grievance procedures through written and verbal statements provided to them upon assessment and/or reassessment for services.
- b. A participant or applicant who is denied Title III services by the Contractor and the Department program monitor must be given the reasons for the denial. For services for which written applications are made the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be addressed. For services which are applied for by telephone or verbally, in person, the client may be told of the right to file a grievance verbally.

**3. Grievance Process**

**a. Filing of grievances must follow the following process:**

- i. Participants must submit their grievances in writing to the Department's Program Administrator.
- ii. The grievance should be filed within thirty (30) days of denial, reduction or termination of services, or of the event or circumstances with which the participant is dissatisfied. The Department's Program Administrator may grant an extension for good cause shown.
- iii. The grievance should be filed on the form approved by the Department, which shall include a written statement setting forth in detail the date, time and circumstances that are the basis of the complaint.

**b. Investigation and Response to Grievance:**

- i. The designated reviewer who performs the initial review shall investigate the grievance, including, as appropriate, meeting with the grievant and other persons involved in the action(s) complained of or in the denial of services.
- ii. The reviewer shall review all pertinent facts and/or documents, and shall determine whether the agency action was made in accordance with lawful procedures (that is,

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

consistent with applicable OAA and or State laws, regulations and policies) and supported by the facts.

- iii. The designated reviewer shall prepare and send a written response to the grievant and to the Department's Director within fifteen (15) days after the grievance is filed. The response shall set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action, if any, and reason(s) for and facts relied on in the determination.

**c. Appeal of Initial Response/Decision**

- i. The grievant may initiate a request for subsequent review by the Department's Director within twenty (20) calendar days following receipt of notification by the Program Administrator of the decision.
- ii. The Department's Director shall request copies of the initial file on the complaint in question. The Department's Director will review the materials to ensure that pertinent policies and procedures have been applied and followed. If appropriate, the Department's Director or his/her designee will meet with the older person to allow the grievant an opportunity to present information about the grievance.
- iii. If the policies and procedures have been adhered to, the Department's Director will not overturn the decision of the Program Administrator. If proper policies and procedures have not been applied, the Department reserves the right to overturn the decision. The subsequent review shall be completed within forty-five (45) days of receipt of the request by the older individual and the grievant will be notified in writing of the result of the subsequent review.

**4. Record Keeping**

The Department shall keep the records of the grievance and its handling for six years following the conclusion of the calendar year of the occurrence. The file shall contain, at a minimum, but not limited to the initial grievance, any investigative reports; any written response submitted by the Department or the service provider for the Department; any documents or other records submitted by any party; the written Initial Response of the agency, and, if applicable, the notice to the grievant of the right to an appeal.

**5. Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

**End of Article IA**

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Article II  
Financial Terms and Conditions**

**1. Conflicting Provisions**

In the event of any conflict between any provision in this Article II and an exhibit to this Contract, the exhibit shall prevail unless it is expressly stated in the conflicting provision in this Article II, that it shall prevail over the exhibit.

**2. General Payment Terms**

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

In order for payment to be made by the County to the Contractor for the Services, the Contractor shall prepare and present a Suffolk County Payment Voucher ("Voucher"), which shall be documented by sufficient, competent and evidential matter.

**b. Voucher Documentation**

The Suffolk County Payment Voucher shall list all information regarding the Services and other items for which expenditures have been or will be made in accordance with the Contract. Either upon execution of the Contract (for the Services already rendered and expenditures already made), or not more than thirty (30) days after the expenditures were made, and in no event after the 31<sup>st</sup> day of January following the end of each year of the Contract, the Contractor shall furnish the County with detailed documentation in support of the payment for the Services or expenditures under the Contract, e.g., dates of the Service, worksite locations, activities, hours worked, pay rates for all Services. The Suffolk County Payment Voucher shall include time records, certified by the Contractor as true and accurate, of all personnel for whom expenditures are claimed during the period. All Suffolk County Payment Vouchers must bear a signature as that term is defined pursuant to New York State General Construction Law §46 by duly authorized persons. Disbursements made by the Contractor in accordance with the Contract and submitted for reimbursement must be documented and must comply with accounting procedures as set forth by the Suffolk County Department of Audit and Control.

**c. Payment by County**

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

**d. Final Voucher**

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

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**3. Agreement Subject to Appropriation of Funds**

- a. The Contract is subject to the amount of funds appropriated each fiscal year and any subsequent modifications thereof by the County Legislature, and no liability shall be incurred by the County beyond the amount of funds appropriated each fiscal year by the County Legislature for the Services.
- b. If the County fails to receive Federal or State funds originally intended to pay for the Services, or to reimburse the County, in whole or in part, for payments made for the Services, the County shall have the sole and exclusive right to:
  - i.) determine how to pay for the Services;
  - ii.) determine future payments to the Contractor; and
  - iii.) determine what amounts, if any, are reimbursable to the County by the Contractor and the terms and conditions under which such reimbursement shall be paid.

**4. Accounting Procedures**

- a. The Contractor shall maintain accounts, books, records, documents, other evidence, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of the Contract, in accordance with generally accepted accounting principles and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period.

**5. Audit**

- a. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and the Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to Services. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer. If there is no response, or if satisfactory repayments are not made, the County may

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.

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

**6. Comptroller's Rules and Regulations for Consultant's Agreements**

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

**End of Text for Article II**

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Article III  
County Terms and Conditions**

**1. Elements of Interpretation**

As used throughout the Contract:

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

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

**2. Meanings of Terms**

As used in the Contract:

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

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

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

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

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

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

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

“**Event of Default**” means

a. the Contractor’s failure to perform any duty required of it under paragraphs 4 through 7 of this Exhibit 1 of the Contract; or

b. the Contractor’s failure to maintain the amount and types of insurance with an authorized insurer as required by the Contract; or

c. the Contractor’s failure to maintain insurance required by the Contract with an insurer that has designated the New York Superintendent of Insurance as its lawful agent for service of process; or

d. The Contractor’s failure to comply with any Federal, State or local law, rule, or regulation, and County policies or directives; or

e. The Contractor’s bankruptcy or insolvency; or

f. The Contractor’s failure to cooperate in an Audit; or

g. The Contractor’s falsification of records or reports, misuse of funds, or malfeasance or nonfeasance in financial record keeping arising out of, or in connection with, any contract with the County; or

h. The Contractor’s failure to submit, or failure to timely submit, documentation to obtain Federal or State funds; or

i. The inability of the County or the Contractor to obtain Federal or State funds due to any act or omission of the Contractor; or

j. Any condition the County determines, in its sole discretion, that is dangerous.

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

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

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

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

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

“**Suffolk County Payment Voucher**” means the document authorized and required by the Comptroller for release of payment.

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

**3. Contractor Responsibilities**

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

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

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

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

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

**4. Qualifications, Licenses, and Professional Standards**

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

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

**5. Notifications**

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

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

c. In the event that the Contractor is not able to perform the Services due to a loss of license, the Contractor shall not be reimbursed for the Services rendered after the effective date of termination of such license. Without limiting the generality of the foregoing, if any part of the Contract remains to be performed, and the termination of the license does not affect the Contractor's ability to render the Services, every other term and provision of the Contract shall be valid and enforceable to the fullest extent permitted by law.

**6. Documentation of Professional Standards**

The Contractor shall maintain on file, in one location in Suffolk County, all records that demonstrate that it has complied with paragraphs 4 and 5 above. The address of the location of the aforesaid records and documents shall be provided to the County no later than the date of execution of the Contract. Such documentation shall be kept, maintained, and available for inspection by the County upon twenty-four (24) hours notice.

**7. Credentialing**

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

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

**8. Engineering Certificate**

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

**9. Termination**

**a. Thirty Days Termination**

The County shall have the right to terminate the Contract without cause, for any reason, at any time, upon such terms and conditions it deems appropriate, provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days notice.

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

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

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

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**c. Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 32 of this Exhibit 1.

**d. Duties upon Termination**

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

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

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

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

v.) Nothing contained in this paragraph shall be construed as a limitation on the County's rights set forth in paragraphs 5(c) and 15 of this Exhibit 1.

**10. Indemnification and Defense**

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

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

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

**11. Insurance**

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

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

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

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. The Contractor shall furnish to the County, prior to its execution of the Contract, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, the Contract shall be void and of no effect unless the Contractor shall provide and maintain coverage during the Term for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

b. The County may mandate an increase in the liability limits set forth in the immediately preceding paragraphs (11)(a)(i), (ii), and (iv).

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

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

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

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

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

**12. Independent Contractor**

The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything herein, the Contract shall not be construed as creating a principal-agent relationship between the County and the Contractor or the Contractor and the County, as the case may be.

**13. Severability**

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

**14. Merger; No Oral Changes**

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No

modification of the Contract shall be valid unless in written form and executed by both parties.

**15. Set-Off Rights**

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

**16. Non-Discrimination in Services**

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

i.) deny any individual the Services provided pursuant to the Contract; or

ii.) provide the Services to an individual that is different, or provided in a different manner, from those provided to others pursuant to the Contract; or

iii.) subject an individual to segregation or separate treatment in any matter related to the individual's receipt of the Services provided pursuant to the Contract; or

iv.) restrict an individual in any way from any advantage or privilege enjoyed by others receiving the Services provided pursuant to the Contract; or

v.) treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or conditions which individuals must meet in order to receive the Services provided pursuant to the Contract.

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

i.) the Services to be provided, or

ii.) the class of individuals to whom, or the situations in which, the Services will be provided; or

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

iii.) the class of individuals to be afforded an opportunity to receive the Services.

**17. Nonsectarian/ Nonpartisan Declaration**

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

**18. Governing Law**

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

**19. No Waiver**

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

**20. Conflicts of Interest**

The Contractor shall not, during the Term, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

**21. Cooperation on Claims**

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

**22. Confidentiality**

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

**23. Assignment and Subcontracting**

a. The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, subcontract, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 23 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be void ab initio.

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

**24. Changes to Contractor**

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

i.) if the Contractor is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and

ii.) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter),

1. the dissolution, merger, consolidation or other reorganization of the Contractor,

2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

of shareholders by reason of gift, sale or devise).

b. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.

c. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:

i.) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;

ii.) a summary of the material terms of the proposed Permitted Transfer,

iii.) the name and address of the proposed transferee,

iv.) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;

v.) all executed forms required pursuant to Exhibit 2 of the Contract, that are required to be submitted by the Contractor; and

vi.) such other information as the County may reasonably require.

d. The County agrees that any request for its consent to a Permitted Transfer shall be granted provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 189 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 32 of this Exhibit 1 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such 20-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.

e. Notwithstanding the County's consent,

i.) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified, and

ii.) such consent shall not be deemed consent to any further transfers.

**25. No Intended Third Party Beneficiaries**

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

**26. Certification as to Relationships**

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the Contractor, any of its partners, members, directors, or shareholders owning five percent (5%) or more of the Contractor, and the County.

**27. Publications**

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

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

**28. Copyrights and Patents**

**a. Copyrights**

If the work of the Contractor 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 to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce, reproduce, publish, translate, or otherwise use any such materials.

**b. Patents**

If the Contractor makes any discovery or invention during the Term, or as a result of work performed under the Contract, the Contractor may apply for and secure for itself patent protection. However, the County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, a royalty-free, nonexclusive license to produce or otherwise use any item so discovered or patented.

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**29. Arrears to County**

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

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

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Article II of Chapter 353, as more fully set forth in Exhibit 2 entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction site at all times. Employee sign-in sheets and register/log books shall be kept on the construction site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction site during such working hours.

**31. Record Retention**

The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven

(7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.

**32. Notice**

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

**End of Text for Article III**

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Article IV  
Suffolk County Legislative Requirements**

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-7 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-7 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

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

**2. Living Wage Law**

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

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

**Required Forms:**

Suffolk County Living Wage Form 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**

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

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

a. The Contractor shall not use County funds to assist, promote, or deter union organizing.

b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**4. Lawful Hiring of Employees Law**

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

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

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

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

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

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

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

**Required Forms:**

Suffolk County 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."

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

**5. Gratuities**

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

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

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

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

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

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

**7. Child Sexual Abuse Reporting Policy**

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

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

**8. Non Responsible Bidder**

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

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

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

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

The Contractor shall not use any of the moneys, in part or in whole, and either directly or

indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

**10. Youth Sports**

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

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

**11. Work Experience Participation**

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

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

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

**End of Text for Article IV**

**RFQ for Consultant/Personal Services Contract-Scheduled Short Term Care as a respite for a caregiver**

**Appendix**

Public Disclosure

Living Wage

Union Certification

Lawful Hiring

Comptroller's Rules