

UPDATED VERSION AS OF 3/18/14 8:50 p.m.

Introduced by Legislators Hahn, Kruski, Anker, Barraga
and Muratore

Laid on Table 3/18/2014

**PROCEDURAL RESOLUTION NO. 7 -2014, SETTING LAND
ACQUISITION PRIORITIES IN ACCORDANCE WITH “AAA
PROGRAM” REQUIREMENTS**

WHEREAS, Resolution No. 265-2013, codified at § 1070-17 of the SUFFOLK COUNTY CODE, established a new process to govern the County’s land acquisitions; and

WHEREAS, pursuant to § 1070-17 of the SUFFOLK COUNTY CODE, the Division of Planning and Environment is required to periodically provide a report to the Legislature’s Environment, Planning and Agriculture Committee containing all proposed acquisition sites reviewed by the Division and the highest offer price approved for each by the Environmental Trust Review Board, together with scoring and recommendations by the Division as well as an account of the funds expected to be available for acquisitions; and

WHEREAS, the Environment, Planning and Agriculture Committee is empowered to prepare procedural resolutions which sets forth the County’s priorities for acquisition and submit such resolutions to the full Legislature for consideration; and

WHEREAS, the Division of Planning and Environment presented their periodic report to the Environment, Planning and Agriculture Committee on March 10, 2014; now, therefore be it

1st RESOLVED, that this Legislature hereby designates the following parcels as the County’s priority acquisitions pursuant to §1070-17 of the SUFFOLK COUNTY CODE:

<u>SUFFOLK COUNTY TAX MAP NUMBER</u>	<u>ACRES</u>	<u>REPUTED OWNER AND ADDRESS</u>
District 0600 Section 044.00 Block 02.00 Lot 010.004 p/o	12	Joseph W. Brush 4359 Sound Ave Riverhead, NY 11901
District 0600 Section 098.00 Block 01.00 Lot 019.000	46.6	Robert J. and Colleen Volmut 77 Highway Drive Wading River, NY 11792
District 0200 Section 547.00 Block 01.00 Lot 019.000	.	Avalon Bay Communities, Inc. (Matthew B. Whalen, SVP) 135 Pinelawn Road Suite 130 South Melville, NY 11747

<u>SUFFOLK COUNTY TAX MAP NUMBER</u>		<u>ACRES</u>	<u>REPUTED OWNER AND ADDRESS</u>
District	0200	.	Avalon Bay Communities, Inc. (Matthew B. Whalen, SVP)
Section	578.00		135 Pinelawn Road
Block	01.00		Suite 130 South
Lot	044.000		Melville, NY 11747
District	0200	.	Avalon Bay Communities, Inc. (Matthew B. Whalen, SVP)
Section	610.00		135 Pinelawn Road
Block	01.00		Suite 130 South
Lot	022.000		Melville, NY 11747
District	0200	.	Avalon Bay Communities, Inc. (Matthew B. Whalen, SVP)
Section	610.00		135 Pinelawn Road
Block	01.00		Suite 130 South
Lot	023.000		Melville, NY 11747
District	0200	.	Avalon Bay Communities, Inc. (Matthew B. Whalen, SVP)
Section	610.00		135 Pinelawn Road
Block	01.00		Suite 130 South
Lot	024.001	Total 171.02	Melville, NY 11747
District	0100	6.25	Ethel and Alexander Nicholson Foundation, a charitable trust c/o Arthur Goldstein
Section	211.00		18 West Carver Street Suite 3
Block	02.00		Huntington, NY 11743
Lots	010.002, 20, 24, 25, 31, 32		

and be it further

2nd RESOLVED, that the Division of Real Property, Acquisition and Management is hereby authorized, empowered and directed to make offers for the purchase of the priority parcels set forth in the 1st RESOLVED clause of this resolution; and be it further

3rd RESOLVED, that, upon execution by the reputed site owner of a Contract of Sale for the purchase of such owner's parcel as set forth in the 1st RESOLVED clause, as applicable, the Division of Real Property Acquisition and Management is hereby authorized and empowered to expend monies for necessary title reports, surveys, and environmental site assessments for such parcels identified in the 1st RESOLVED clause of this resolution.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §1070-17 OF THE SUFFOLK COUNTY CODE

Introduced by Presiding Officer Gregory

Laid on Table 3/18/2014

**PROCEDURAL RESOLUTION NO. 8-2014, TO SET A
PUBLIC HEARING REGARDING THE ALTERATION OF
RATES LICENSE FOR DAVIS PARK FERRY CO., INC.**

WHEREAS, Davis Park Ferry Co., Inc. has applied to the Suffolk County Legislature, by a Petition dated and verified February 27, 2014, pursuant to Article 8 of New York Navigation Law, Section 71 of New York Transportation Corporations Law, Section 131-g of New York Highway Law and Chapter 455 of the Suffolk County Code, for the alteration of rates for such service, now, therefore be it

1st RESOLVED, that a public hearing on the Petition of Davis Park Ferry Co., Inc. shall be held by the Suffolk County Legislature at the regular meeting of the Legislature on April 29, 2014, at 2:30 p.m. at the Maxine S. Postal Legislative Auditorium, Center Drive, Riverhead, New York; and be it further

2nd RESOLVED, that pending the public hearing and report of the Legislative Budget Review Office this Petition is hereby referred to the Public Works, Transportation and Energy Committee for its consideration and recommendation to the Suffolk County Legislature.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO §2-15(A) OF THE SUFFOLK COUNTY
CHARTER

s:\procedural resolutions\motion-ph-davis-park-ferry-rates

Introduced by Presiding Officer Gregory

Laid on Table 3/18/2014

PROCEDURAL MOTION NO. 9-2014, SETTING PUBLIC HEARINGS FOR PROPOSED TRANSITION OF TRI-COMMUNITY HEALTH CENTER TO FQHC STATUS AND OPERATED BY HUDSON RIVER HEALTHCARE, INC.

WHEREAS, the County Executive has filed Introductory Resolution No. 1318-2014 and Introductory Resolution No. 1320-2014, which would transition the Maxine S. Postal Tri-Community Health Center in Amityville to federally qualified health center ("FQHC") status to be operated by Hudson River Healthcare, Inc.; and

WHEREAS, pursuant to § A9-6 of the SUFFOLK COUNTY ADMINISTRATIVE CODE, no proposal to privatize health care services provided by the County of Suffolk can be considered until the Suffolk County Legislature conducts two public hearings; now, therefore be it

1st RESOLVED, that the Suffolk County Legislature shall conduct public hearings on the proposed transition of the Maxine S. Postal Tri-Community Health Center to FQHC status and operation by Hudson River Healthcare, Inc., as set forth in Introductory Resolution No. 1318-2014 and Introductory Resolution No. 1320-2014, on Thursday, April 10, 2014 at 10:00 a.m. at the Maxine S. Postal Legislative Auditorium, Center Drive, Riverhead, NY and on Wednesday, April 23, 2014 at 5:00 p.m. at the Rose Y. Caracappa Auditorium, William H. Rogers Legislature Building, Hauppauge, NY.

DATED:

EFFECTIVE IMMEDIATELY PURSUANT TO § C2-15(A) OF THE SUFFOLK COUNTY CHARTER

RESOLUTION NO. -2014, AMENDING THE 2014 OPERATING BUDGET AND APPROPRIATING FUNDS IN CONNECTION WITH BONDING FOR A SETTLEMENT FOR A LIABILITY CASE AGAINST THE COUNTY

WHEREAS, the Ways and Means Committee has approved a settlement for a negligence action against the County for the amount of Two Hundred Twenty Five Thousand (\$225,000) Dollars; and

WHEREAS, the above settlement is a mandated expense that must be paid by the County; and

WHEREAS, sufficient funds to satisfy lawsuits, orders, judgments and settlements are not available in the 2014 Operating Budget; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of Two Hundred Twenty Five Thousand (\$225,000) Dollars in Suffolk County Serial Bonds to cover the cost of the above referenced settlement; now, therefore be it

1st RESOLVED, that the settlement for the total sum of Two Hundred Twenty Five Thousand (\$225,000) Dollars be bonded and paid under the authority of the Office of Risk Management, County Department of Law, in conjunction with the County Department of Audit and Control and the County Executive's Budget Office; and be it further

2nd RESOLVED, that the proceeds of Two Hundred Twenty Five Thousand (\$225,000) Dollars in Suffolk County Serial Bonds be and are hereby appropriated as follows:

REVENUES:		
038-2780 Proceeds: Debt		\$225,000
APPROPRIATIONS:		
	Miscellaneous	
	General Liability Insurance	
	038-MSC-1914	
	Mandated	
8505 - Settlements		\$225,000

DATED:

APPROVED BY:

County Executive of the County of Suffolk

Date of Approval:

COUNTY OF SUFFOLK



**STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE**

**DENNIS M. BROWN
COUNTY ATTORNEY**

**DEPARTMENT OF LAW
DIVISION OF RISK MANAGEMENT**

TO: Jon Schneider
Deputy County Executive

FROM: Dennis M. Brown
County Attorney 

DATE: March 13, 2014

RE: Bond Resolution

Enclosed you will find a draft of a resolution for bonding \$225,000 for the settlement of a general liability case. The settlement was approved by the Ways and Means committee. Payment must be made within 90 days of receipt closing papers. This memo is to request the processing of the resolution.

Should you require any additional information, please do not hesitate to contact me.

cc: Tom Vaughn
Lisa Santeramo

Intro. Res. No. **1306-14**
Introduced by Presiding Officer on Request of the County Executive

Laid on Table **3/18/14**

RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$69,825 FROM, THE NEW YORK STATE EDUCATION DEPARTMENT FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) PROJECT TO HIRE A CONSULTANT TO PERFORM A MULTI-DEPARTMENT ASSESSMENT OF THE COUNTY'S RECORDS-RELATED DISASTER MANAGEMENT SYSTEM.

WHEREAS, the New York State Education Department has awarded \$69,825 in Local Government Records Management Improvement Fund (LGRMIF) to the Suffolk County Department of Information Technology to Hire a Consultant to perform a multi-department assessment of the County's Records-related Disaster Management System; and

WHEREAS, said project is designed to enhance the capabilities of the Suffolk County Department of Information Technology Department Central Records Section in the areas of records preservation, retention, retrieval; and

WHEREAS, the operational period of the Project will be from July 01, 2013 through June 30, 2014; and

WHEREAS, said grant funds totaling \$69,825 have not been in the 2014 Suffolk County Operating Budget; now, therefore be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
001-3214 State Aid: LGRMIF 2013-2014	\$69,825.00
 <u>APPROPRIATIONS:</u>	
Department of Information Technology (DoIT)	
001-ITS-1659-4560	
<u>4560- Fees for Services</u>	\$69,825.00

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Education Department.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF INFORMATION TECHNOLOGY
NORTH COUNTY COMPLEX BLDG. 50
P.O. Box 6100
HAUPPAUGE, NY 11788-0099
FAX (631) 853-4979

DONALD C. RODGERS
Commissioner
(631) 853-6363

DOUGLAS A. MILLER
DIRECTOR OF MANAGEMENT INFORMATION
(631) 853-4758

TO: Jon Schneider, Deputy County Executive

FROM: Donald C. Rodgers, Commissioner of Information Technology *DLR 3/2/14*

DATE: February 26, 2014

SUBJECT: Local Government Records Management Improvement Fund (LGRMIF) Grant.

We are forwarding a draft resolution requesting the acceptance and appropriation of funds \$ 69,825.00 for the year 2014. The resolution amount represents the monies Awarded to Suffolk County from the New York State Education Department for use of hiring a consultant to perform a Multi-Department assessment of the County's Record-Related Disaster Management System. An email version of the resolution was sent to CE RESO saved under the title "Reso-ITS-LGRMIF-2014"

Program Description: This project is designed to enhance the capabilities of the Suffolk County Department of Information Technology Central Records Section in the area of records preservation, retention, and retrieval. The funding will be used to hire a Consultant to perform a multi-department assessment of the County's records-related Disaster Management Systems.

Operating Budget Impact: none

DCR/ dmc

Attachments: Draft Resolution
Statement of Financial Impact
Request for Introduction of Suffolk Legislation

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, N.Y. 12234

Grants Finance
Room 510W, Education Building
Tel. (518) 474-4815
Fax (518) 486-4899
Email: GRANTSWEB@MAIL.NYSED.GOV

580602640003

COUNTY OF SUFFOLK
310 CENTER DR
RIVERHEAD, NY 11901

TO: Chief Administrative Officer

FROM: Margaret Zollo

SUBJECT: Federal and State Grant Quarterly Status Report

The enclosed Federal and State Grant Quarterly Status Report provides information on current year projects and any open prior years' projects which have been received and logged by the New York State Education Department. Please use the Quarterly Status Report to reconcile your grant records. Report fields are defined as follows:

- Project # - The # assigned by SED at the time of project approval.
- Contract # - For projects running through the grant contract process, the New York State contract number will be listed.
- Funding Source - The name of the Federal or State grant program under which the project is funded.
- Budget - The current approved budget (FS-10) including all approved amendments.
- Scheduled/
Paid to Date - The total amount of payments processed including scheduled but not paid. An asterisk (*) indicates that the Final Expenditure Report (FS-10-F) has been received. If the FS-10-F has been audited and closed, the Paid-to-Date will equal the Budget.

Projects listed as **UNDER REVIEW** have been received and logged by the program office but have not been forwarded to Grants Finance for processing. The project will continue to show as **UNDER REVIEW** until (1) the program office approves the application and forwards the budget to Grants Finance or (2) the application is disapproved by the program office. Disapproved projects do not appear on this report.

- Start/End - The funding dates of the project, including any extensions. Funding dates are the dates in which project encumbrances can be made.

If you have any questions about the Quarterly Status Report, please contact Grants Finance.

(SEE OTHER SIDE)

CF760

FEDERAL AND STATE GRANT STATUS REPORT

SED CODE: 580602640003

AGENCY NAME: COUNTY OF SUFFOLK

RUN DATE: 12/31/13

2014 PROJECTS

PROJECT #	CONTRACT #	FUNDING SOURCE	BUDGET	SCHEDULED/ PAID TO DATE	START	END
0580145020		LOCAL GOV'T RECORD	69,825	34,912	07/01/13	06/30/14
TOTAL			69,825	34,912		

#2250



THE STATE EDUCATION DEPARTMENT/ THE UNIVERSITY OF THE STATE OF NEW YORK

Grants Finance, Room 510W, Education Building, Albany, NY 12234
Tel. (518) 474-4815 Fax (518) 486-4899
Email: GRANTSWEB@MAIL.NYSED.GOV

RECEIVED

SEP 27 2013

OFFICE OF THE
SUFFOLK COUNTY EXECUTIVE
HAUPPAUGE

1. Grant Award Recipient COUNTY EXECUTIVE COUNTY OF SUFFOLK 310 CENTER DR RIVERHEAD, NY 11901	2. Project Number 0580145020
4. Funding Source LOCAL GOV'T RECORDS MANAGEMENT	3. Agency Code 580602640003
5. Approved Budget \$69,825	6. Law Ed.L. 57a, 57.35 <hr/> Regulations NA <hr/> Commissioners Regulations 8 NYCRR 185, 188
7. Funding Dates 07/01/13-06/30/14	8. CFDA Index Number
9. First Payment \$34,912	10. Final Report (FS-10-F) Due 07/30/14
11. SED Fiscal Contact MARIA DOS SANTOS (518) 474-4815	12. SED Program Contact DENIS MEADOWS 9A81 CEC (518) 474-6926

09/11/13

Date

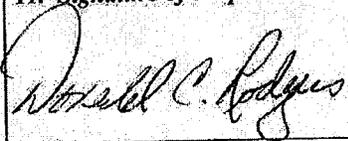
Margaret Zollo
 Margaret Zollo
 Supervisor, Grants Finance

This Grant Award constitutes formal approval of the grant application which you submitted to the New York State Education Department. It is the grantee's responsibility to conduct activities in accordance with applicable statutes, regulations, policies, terms, conditions and assurances. All grants are subject to further review, monitoring and audit to ensure compliance. The Department has the right to recoup funds if the approved activities are not performed and/or the funds are expended inappropriately.

In accordance with Section 41 of the State Finance Law, the State shall have no liability under this grant to the grantee or to anyone else beyond funds appropriated and available for this grant.

The approved budget (FS-10/FS-20) will be sent under separate cover. First payment can be expected within 2-4 weeks after receipt of approved FS-10/FS-20 by grant recipient. Please keep this document with your project records.

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/>	Local Law	Charter Law
2. Title of Proposed Legislation RESOLUTION NO. -2014, ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$69,825 FROM, THE NEW YORK STATE EDUCATION DEPARTMENT FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) PROJECT TO HIRE A CONSULTANT TO PERFORM A MULTI-DEPARTMENT ASSESSMENT OF THE COUNTY'S RECORDS-RELATED DISASTER MANAGEMENT SYSTEM.		
3. Purpose of Proposed Legislation Accepting and appropriation of funds for a Multi-Department Assessment of the County's Records-related DR System		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County <input checked="" type="checkbox"/>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Expenditure of \$ 69,825		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. \$69,825		
8. Proposed Source of Funding Grant		
9. Timing of Impact Current fiscal year		
10. Typed Name & Title of Preparer Donald C. Rodgers CIO/Commissioner Dept of IT	11. Signature of Preparer 	12. Date 3/12/2014

2014
MEMORANDUM OF SUPPORT

DEPARTMENT OF INFORMATION TECHNOLOGY

TITLE OF BILL: ACCEPTING AND APPROPRIATING A GRANT IN THE AMOUNT OF \$69,825 FROM, THE NEW YORK STATE EDUCATION DEPARTMENT FOR A LOCAL GOVERNMENT RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF).

PURPOSE OR GENERAL IDEA OF BILL:

See attachment from Scope of Work from Bowne that was submitted with Grant Application.

SUMMARY OF SPECIFIC PROVISIONS:

See attachment from Scope of Work from Bowne that was submitted with Grant Application.

JUSTIFICATION:

See attachment from Scope of Work from Bowne that was submitted with Grant Application.

FISCAL IMPLICATIONS:

Acceptance and Appropriation of funding \$69,825 for Grant funds.

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):

Information Technology Hauppauge

Department Contact Person
(Name & Phone No.):

Donald C. Rodgers- 853-6363

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

Summary of Problem: (Explanation of why this legislation is needed.)

ACCEPTING AND APPROPRIATING FUNDS IN CONNECTION WITH THE NEW YORK STATE EDUCATION DEPARTMENT FOR LOCAL GOVERNMENT GOVERNMENTAL RECORDS MANAGEMENT IMPROVEMENT FUND (LGRMIF) PROJECT TO HIRE A CONSULTANT TO PERFORM A MULTI-DEPARTMENT ASSESSMENT OF THE COUNTY'S RECORDS-RELATED DISASTER MANAGEMENT SYSTEM.

Accepting and Appropriation of funds for \$69,825.00

Proposed Changes in Present Statute: (Please specify section when possible.)

None

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1307

Intro. Res. No. - 2014

Laid on the Table 3/18/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS FOR THE FORENSIC SCIENCES MEDICAL AND LEGAL INVESTIGATIVE CONSOLIDATED LABORATORY (CP 1109)

WHEREAS, the Office of the Medical Examiner has requested funds for building alterations and improvements at the Forensic Sciences Medical and Legal Investigative Consolidated Laboratory; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request under Capital Program Number 1109; and

WHEREAS, improvements include site preparation and the installation of a replacement UPS that protects expensive scientific equipment from damage and alterations to the Crime Laboratory to allow for safe firearm testing is needed as well as other miscellaneous alterations; and

WHEREAS, Resolution No. 471-1994 and as amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by Resolution of even date herewith, has authorized the issuance of \$200,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, , that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (C), (2) and (25) as this action concerns the replacement and rehabilitation involving no substantial changes to an existing structure, or reconstruction of a structure or facility in kind as well as equipment purchase and installation; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-nine (59) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the 2014 Capital Budget and Program be and they are hereby amended as follows:

Project No.: 1109

Project Title: Forensic Sciences Medical and Legal Investigative Consolidated Laboratory

	Current 2014 Capital Budget & Program	Revised 2014 Capital Budget & Program
Total Est'd Cost		

3. Construction	\$785,000	\$100,000B	\$200,000B
5. Equipment	\$0	\$100,000B	\$0
TOTAL	<u>\$785,000</u>	<u>\$200,000</u>	<u>\$200,000</u>

and be it further

4th RESOLVED, that the proceeds of \$200,000 in Suffolk County Serial Bonds be and they are hereby appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1109.317 (Fund 001 Debt Service)	20	Forensic Sciences Medical and Legal Investigative Consolidated Laboratory	\$200,000

Date:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
RESOLUTION NO. - 2014, APPROPRIATING FUNDS FOR THE FORENSIC SCIENCES MEDICAL AND LEGAL INVESTIGATIVE CONSOLIDATED LABORATORY (CP 1109)		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<u>County</u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 21, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$44,171	\$0.08		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$44,171	\$0.08		\$0.000

** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds
Level Debt

Term of Bonds	5
Amount to Bond:	\$200,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$37,370.90	\$6,800.00	\$44,170.90	\$44,170.90
			\$2,764.69	\$2,764.69	
5/1/2016	3.000%	\$38,641.51	\$2,764.69	\$41,406.20	\$44,170.90
			\$2,107.79	\$2,107.79	
5/1/2017	3.000%	\$39,955.32	\$2,107.79	\$42,063.11	\$44,170.90
			\$1,428.55	\$1,428.55	
5/1/2018	4.000%	\$41,313.80	\$1,428.55	\$42,742.35	\$44,170.90
			\$726.21	\$726.21	
5/1/2019	4.000%	\$42,718.47	\$726.21	\$43,444.68	\$44,170.90
5/1/2020		\$200,000.00	\$20,854.49	\$220,854.49	\$220,854.49
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: To appropriate funds for building alterations and improvements at the Office of the Medical Examiner Consolidated Laboratory.

PURPOSE OR GENERAL IDEA OF BILL: To fund the replacement of a UPS that protects expensive scientific equipment, alterations to the Crime Laboratory to allow for safe firearm testing, as well as other miscellaneous alterations.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: Benefits of this project will be to replace an aged UPS that protects expensive scientific equipment from damage and PEHL samples from loss due to power surges and power outages. Certain samples cannot be retested and cannot be re-collected if the sample is lost. Additional benefits will be to increase the space allotted for Crime Laboratory Forensic Scientists who handle firearms as well as other miscellaneous building alterations.

FISCAL IMPLICATIONS: Serial Bonds and related Debt Service.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF THE MEDICAL EXAMINER

February 6, 2014

Jon Schneider, Deputy County Executive
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to appropriate funds for building alterations and improvements at the Office of the Medical Examiner Consolidated Laboratory (CP 1109). The purpose of this legislation is to fund the site preparation and installation of a replacement UPS that protects expensive scientific equipment from damage, alterations to the Crime Laboratory to allow for safe firearm testing, as well as other miscellaneous alterations.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions, please contact Linda Russo at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-MED-appropriating funds for CP1109.doc"

Sincerely,

Dr. Errol Toulon, Jr.
Assistant Deputy County Executive for Public Safety

Enclosures

C: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Linda Russo, Senior Budget Analyst

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):
Suffolk County Office of the Medical Examiner
725 Veterans Memorial Hwy, Hauppauge, NY 11788

Department Contact Person
(Name & Phone No.):
Linda Russo
853-5525

Suggestion Involves:

Technical Amendment New Program
 Grant Award Contract (New ___ Rev. ___)
 Other

Summary of Problem: (Explanation of why this legislation is needed.)

The purpose of this legislation is to appropriate funds for site preparation and the installation of a replacement UPS that protects expensive scientific equipment from damage. These funds will also be used to increase space to the Crime Laboratory firearms section for firearm testing as well as other miscellaneous building alterations.

Proposed Changes in Present Statute: (Please specify section when possible.)

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1308

Intro. Res. No. - 2014

Laid on the Table

3/18/14

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MEDICAL, LEGAL INVESTIGATIONS & FORENSIC SCIENCES AND TO APPROVE THE PURCHASE OF ONE (1) REPLACEMENT SUV AND ONE (1) REPLACEMENT MORTUARY VEHICLE IN ACCORDANCE WITH SECTION (B)(6) OF THE SUFFOLK COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY VEHICLE STANDARD LAW (CP 1132)

WHEREAS, the Office of the Medical Examiner has requested funds for the purchase of equipment for Medical, Legal Investigations and Forensic Sciences; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request under Capital Program Number 1132; and

WHEREAS, the equipment request includes funds to replace a 2006 Ford Explorer SUV (Fleet No. 28909) used by Medical Forensic Investigators to respond to death scenes, and to replace a 2007 Chevrolet Express Van (Fleet No. 29830) used to respond to death scenes for body transport and for purchases of scientific instrumentation and laboratory equipment needed to replace outdated instruments, to keep up with technological advances, and/or to be compliant with regulations or statutes; and

WHEREAS, Local Law No. 20-2003 requires that no vehicle shall be purchased or leased unless "explicit approval for the acquisition of such vehicles, via lease or purchase, has been granted via duly enacted Resolution of the Suffolk County Legislature"; and

WHEREAS, Resolution No. 471-1994 amended by Resolution No. 461-2006 has established a priority ranking system as the basis for funding Capital Projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith, has authorized the issuance of \$285,000 in Suffolk County Serial Bonds; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) (20), (21), (25) and (27) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), and the Legislature has no further responsibilities under SEQRA; and it be further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-six (56) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 amended by Resolution No. 461-2006; and be it further

3rd RESOLVED, that the proceeds of \$285,000 in Suffolk County Serial Bonds be and they and they hereby are appropriated as follows:

<u>Project No.</u>	<u>J.C.</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP-1132.519 (Fund 001- Debt Service)	13	Equipment for Medical, Legal Investigations and Forensic Sciences	\$285,000

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
2. Title of Proposed Legislation		
<p>RESOLUTION NO. – 2014, APPROPRIATING FUNDS FOR THE PURCHASE OF EQUIPMENT FOR MEDICAL, LEGAL INVESTIGATIONS & FORENSIC SCIENCES AND TO APPROVE THE PURCHASE OF ONE (1) REPLACEMENT SUV AND ONE (1) REPLACEMENT MORTUARY VEHICLE IN ACCORDANCE WITH SECTION (B)(6) OF THE SUFFOLK COUNTY CODE AND IN ACCORDANCE WITH THE COUNTY VEHICLE STANDARD LAW (CP 1132)</p>		
3. Purpose of Proposed Legislation		
See above.		
4. Will the Proposed Legislation Have a Fiscal Impact? Yes <u> X </u> No _____		
5. If the answer to item 4 is "yes", on what will it impact? (circle appropriate category)		
<p>County</p>	<p>Town</p>	<p>Economic Impact</p>
<p>Village</p>	<p>School District</p>	<p>Other (Specify):</p>
<p>Library District</p>	<p>Fire District</p>	
6. If the answer to item 5 is "yes", Provide Detailed Explanation of Impact		
SERIAL BONDS WILL BE ISSUED TO FINANCE THIS PROJECT. PRINCIPAL AND INTEREST COSTS WILL BE INCURRED OVER THE LIFE OF THE BONDS.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision.		
SEE ATTACHED DEBT SCHEDULE		
8. Proposed Source of Funding		
SERIAL BONDS		
9. Timing of Impact		
IT IS ANTICIPATED THAT BONDS WILL BE ISSUED SPRING OF 2014 AND DEBT SERVICE WILL COMMENCE SPRING 2015. THERE IS NO FISCAL IMPACT IN 2014.		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Nicholas Paglia Asst Executive Analyst		February 21, 2014

SCIN FORM 175b (10/95)

**FINANCIAL IMPACT
2015 PROPERTY TAX LEVY*
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$62,944	\$0.12		\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00		\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2015* COST TO AVG TAXPAYER	2014 AV TAX RATE PER \$100	2014 FEV TAX RATE PER \$1000
TOTAL	\$62,944	\$0.12		\$0.000

** The Estimated 2015 Cost to Average Taxpayer is based upon the 2014 property tax levy and is provided for informational purposes only.*

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, 2013.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2013-2014.
- 3) SOURCE FOR EQUALIZATION RATES: 2013 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Suffolk County

General Obligation Serial Bonds
Level Debt

Term of Bonds 5
Amount to Bond: \$285,000

Date	Coupon	Principal	Interest	Total Debt Service	Fiscal Debt Service
5/1/2014					
5/1/2015	3.000%	\$53,253.53	\$9,690.00	\$62,943.53	\$62,943.53
			\$3,939.69	\$3,939.69	
5/1/2016	3.000%	\$55,064.15	\$3,939.69	\$59,003.84	\$62,943.53
			\$3,003.60	\$3,003.60	
5/1/2017	3.000%	\$56,936.33	\$3,003.60	\$59,939.93	\$62,943.53
			\$2,035.68	\$2,035.68	
5/1/2018	4.000%	\$58,872.17	\$2,035.68	\$60,907.85	\$62,943.53
			\$1,034.85	\$1,034.85	
5/1/2019	4.000%	\$60,873.82	\$1,034.85	\$61,908.68	\$62,943.53
5/1/2020		\$285,000.00	\$29,717.65	\$314,717.65	\$314,717.65
5/1/2021					
5/1/2022					
5/1/2023					
5/1/2024					
5/1/2025					
5/1/2026					
5/1/2027					
5/1/2028					
5/1/2029					
5/1/2030					
5/1/2031					
5/1/2032					

COUNTY OF SUFFOLK



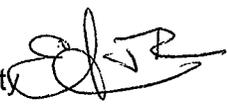
STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF THE MEDICAL EXAMINER

ATTACHMENT A

MEMORANDUM

To: County Executive
Suffolk County Legislature
Purchasing Division, DPW

From: Dr. Errol Toulon, Jr., Assistant Deputy County Executive for Public Safety 

Date: February 6, 2014

Subject: SUV and Vehicle replacement justification

The Office of the Medical Examiner is requesting to replace a 2006 Ford Explorer SUV (Fleet No. 28909) with another SUV. This vehicle is used by Medical Forensic Investigators to respond to death scenes. The vehicles assigned to the Investigators require the ability to respond to all geographical areas including beaches, steep inclines, snow covered roads, and other off road terrain. The Office of the Medical Examiner is also requesting to replace a 2007 Chevrolet Express Van (Fleet No. 29830) with a Ford F250 Pick-up. This vehicle is used as a Mortuary vehicle to respond to death scenes for body transport. The pick-up has the capability to respond to off road terrain and will allow for the segregation of the driver and cargo compartments.

ATTACHMENT B

2014-2016 Capital Budget Request
CP1132 Equipment

2014 Requests

Quantity	Item	Location/Program	Unit Price	Total Purchase \$	New or Replace	Comments
1	Pyroprobe *	Crime Lab	\$ 30,000	\$ 30,000	Replace	priority
1	CSS System *	Toxicology	\$ 30,000	\$ 30,000	Replace	need for probation/methadone
1	Mortuary Vehicle 2007 van *	Pathology	\$ 45,000	\$ 45,000	Replace	fleet #29830, current mileage 105,189.
1	Liquid Chromatograph/Mass Spectrometer *	Toxicology	\$ 140,000	\$ 140,000	Replace	priority
1	Vehicle for Forensic Investigations *	Pathology	\$ 40,000	\$ 40,000	Replace	fleet # 28909 130,000+ mi
Total Purchase Costs				\$ 285,000		
Adopted				\$ 285,000		

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

TITLE OF BILL: To appropriate funds for the purchase of equipment and replacement vehicles for Medical, Legal Investigations and Forensic Sciences.

PURPOSE OR GENERAL IDEA OF BILL: to replace scientific laboratory equipment needed to operate the Crime and Toxicology Laboratories of the Office of the Medical Examiner as well as replacement vehicles.

SUMMARY OF SPECIFIC PROVISIONS: None.

JUSTIFICATION: Instrumentation and equipment are utilized to perform analytical and investigative analysis for the Health Department, the District Attorney's Office and all law enforcement agencies in Suffolk County. All scientific procedures are utilized to enhance the investigations and arrive at scientifically precise conclusions for public safety, criminal and civil litigations in the County of Suffolk. The equipment requested will provide greater efficiency in DNA analysis, efficiency in the histology and toxicology laboratories, and expand the crime scene investigative efforts. A replacement vehicle is needed for the Forensic Investigators to respond to death scenes and a replacement mortuary vehicle is needed for the transport of bodies from death scenes, residences, hospitals, etc.

FISCAL IMPLICATIONS: Serial Bonds and related Debt Service.

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

OFFICE OF THE MEDICAL EXAMINER

February 6, 2014

Jon Schneider, Deputy County Executive
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to appropriate funds for the purchase of equipment and vehicles for the Medical, Legal Investigations, and Forensic Sciences (CP 1132). The purpose of this legislation is to fund the purchase of replacement scientific laboratory equipment and replacement vehicles for the Department of the Office of the Medical Examiner.

I enclose the financial impact statement and other materials for this Resolution. If you have any questions, please contact Linda Russo at 853-5525. Also, an e-mail version of this resolution was sent to CE RESO REVIEW and the file name is "Reso-MED-appropriating funds for CP1132.doc"

Sincerely,

Dr. Errol Toulon, Jr.
Assistant Deputy County Executive for Public Safety

Enclosures

C: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Linda Russo, Senior Budget Analyst

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):
Office of the Medical Examiner
725 Veterans Memorial Hwy, Hauppauge, NY 11788

Department Contact Person
(Name & Phone No.):
Yvonne Milewski, M.D.
853-5555

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

Other

Summary of Problem: (Explanation of why this legislation is needed.)

The purpose of this legislation is to fund the purchase of replacement scientific laboratory equipment and replacement vehicles for the Department of the Office of the Medical Examiner.

Proposed Changes in Present Statute: (Please specify section when possible.)

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1309

Intro. Res. No -2014
Introduced by Presiding Officer on request of the County Executive

Laid on the Table 3/18/14

RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE ACQUISITION AND IMPLEMENTATION OF A DISTRICT ATTORNEY CASE MANAGEMENT SYSTEM (CP 1136)

WHEREAS, the Commissioner of Information Technology has requested funds for the appropriation of funds in connection with the acquisition and implementation of a District Attorney Case Management System; and

WHEREAS, there are sufficient funds within the 2014 Capital Budget and Program to cover the cost of said request and it has been reviewed and appropriated by the Information Processing Steering Committee; and

WHEREAS, Resolution No. 471-1994 as revised by Resolution No. 461-2006, established the use of a priority ranking system, implemented in the Adopted 2014 Capital Budget as the basis for funding capital projects such as this project; and

WHEREAS, the County Legislature, by resolution of even date herewith has authorized the issuance of \$200,000 in Suffolk County Serial Bonds; now, therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this law constitutes a Type II action, pursuant to Section 617.5 (c) (25) of Title 6 of New York Code of Rules and Regulations ("NYCRR"), in that the resolution concerns purchasing of computer applications and hardware, other than land, radioactive material, pesticides, herbicides or other hazardous materials and the Legislature has no further responsibilities under SEQRA; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of fifty-nine (59) is eligible for approval in accordance with the provisions of Resolution No. 471-1994 as revised by Resolution No. 461-2006;

3rd RESOLVED, that the proceeds of \$200,000 in Suffolk County Serial Bonds to be and they are hereby appropriated as follows:

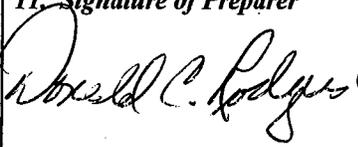
<u>Project No:</u>	<u>Project Title</u>	<u>Amount</u>
525 -CAP-1136.1xx (Fund 016 Debt Service)	District Attorney Case Management System	\$50,000
525-CAP-1136.5xx (Fund 016 Debt Service)	District Attorney Case Management System	\$150,000

DATED:

APPROVED BY:

County Executive of Suffolk County
Date of Approval:

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <u> X </u>	Local Law _____	Charter Law _____
2. Title of Proposed Legislation RESOLUTION NO. -2014, APPROPRIATING FUNDS IN CONNECTION WITH THE DISTRICT ATTORNEY'S CASE MANAGEMENT SYSTEM (CP 1136)		
3. Purpose of Proposed Legislation Appropriation of funds for a District Attorney's Case Management System (Capital Project # 1136)		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> X </u> NO _____		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County <u> X </u>	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Expenditure of \$ 200,000		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. \$200,000		
8. Proposed Source of Funding Serial Bonds		
9. Timing of Impact Current fiscal year		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Donald C. Rodgers CIO/Commissioner Dept of IT		3/12/2014

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

**DEPARTMENT OF INFORMATION
TECHNOLOGY**

TITLE OF BILL: CP 1136 – DISTRICT ATTORNEY'S CASE MANAGEMENT SYSTEM

PURPOSE OR GENERAL IDEA OF BILL:

This program will allow the District Attorney's Office to accurately track all case prosecuted in the office. Employees will benefit from the accessibility and accuracy of the application. The application will streamline current operations and communications between the District Attorney's Office, Suffolk County Police Department and the Courts. Future phases will include imaging and archiving data.

SUMMARY OF SPECIFIC PROVISIONS:

The District Attorney's Office needs a stable case management system to track defendants prosecuted from the time of arrest to sentencing in a case based system. Data collected includes codefendants, court events, charges dispositions and sentencing information. This system must also interface with the Suffolk County Police Department for arrests made.

JUSTIFICATION:

This application will streamline the current operations and communication between the District Attorney's Office, Police Department and the Courts.

FISCAL IMPLICATIONS:

Appropriation of funding \$200,000

**2014 CAPITAL BUDGET
ATTACHMENT**

**DEPARTMENT OF INFORMATION
TECHNOLOGY**

6. DETAIL PROGRAM DESCRIPTION AND STATUS

E. Program benefits and impact: (Include physical, economic, social, environmental etc.)

This program will allow the District Attorney's Office to accurately track all case prosecuted in the office. Employees will benefit from the accessibility and accuracy of the application. The application will streamline current operations and communications between the District Attorney's Office, Suffolk County Police Department and the Courts. Future phases will include imaging and archiving data.

2011, 2012 and 2013: Configuring systems and converting data, additional planning and implementation of Case Management System, analysis for digital files for DA imagery and scanning equipment will be needed in order to scan all documents for images and archiving files.

2013, 2014, AND 2015: Training and equipment purchase.

COUNTY OF SUFFOLK



STEVE BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF INFORMATION TECHNOLOGY
NORTH COUNTY COMPLEX BLDG. 50
P.O. Box 6100
HAUPPAUGE, NY 11788-0099
FAX (631) 853-4979

DONALD C. RODGERS
Commissioner
(631) 853-6363

DOUGLAS A. MILLER
DIRECTOR OF MANAGEMENT INFORMATION
(631) 853-4758

TO: Jon Schneider, Deputy County Executive

FROM: Donald C. Rodgers, Commissioner of Information Technology *DCR 3/12/14*

DATE: February 27, 2014

SUBJECT: Capital Project # 1136 – District Attorney’s Case Management System

We are forwarding a draft resolution requesting appropriation of \$ 200,000 for the year 2014. The resolution amount represents the monies that will be provided by CP-1136 for Capital Project # 1136. An email version of the resolution was sent to CE RESO saved under the title “Reso-ITS-CP1136-DA-CaseMangementSystem.”

Program Description: This project will provide funding for a case management system to track defendants prosecuted from the time of arrest to sentencing. This all inclusive system will collect data on co-defendants, court events, the disposition of charges and sentencing information. Phase 2 will involve electronic document imaging of DA Case materials, document archiving ability, scanning, purchasing of equipment and server refresh.

Operating Budget Impact: Licensing, and maintenance costs, should be offset by an increase in productivity.

DCR/ dmc

Attachments: Draft Resolution
Statement of Financial Impact
Request for Introduction of Suffolk Legislation

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intergovernmental Relations

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):

Department Contact Person
(Name & Phone No.):

Information Technology Hauppauge

Donald C. Rodgers- 853-6363

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.

Summary of Problem: (Explanation of why this legislation is needed.)

APPROPRIATING FUNDS IN CONNECTION WITH DISTRICT ATTORNEY'S CASE MANAGEMENT SYSTEM (CP-1136)

Appropriation of funds for \$200,000.00

(Capital Project # 1136)

Proposed Changes in Present Statute: (Please specify section when possible.)

None

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1310
Intro. Res. No. -2014
Introduced by Legislator Schneiderman

Laid on Table 3/18/14

**RESOLUTION NO. -2014, AUTHORIZING REDUCTION OF
BUS FARES ON TWO ROUTES TO ACHIEVE FARE
UNIFORMITY**

WHEREAS, Resolution No. 206-2011, authorized the Department of Public Works' Transportation Division to increase the full fare rate for bus service on Routes S92 and 10C from \$1.50 to \$2.00, with all other fares in Suffolk County remaining unchanged; and

WHEREAS, Resolution No. 206-2011 directed that all revenues generated by the higher bus fares on Routes S92 and 10C be utilized to implement Sunday bus service on those routes; and

WHEREAS, Resolution No. 1098-2011 authorized the Department of Public Works to raise the bus fare from \$1.50 to \$2.00 on all routes, except on Route S92 and 10C where the full fare rate would be \$2.25 to reflect continuing Sunday bus service on those routes; and

WHEREAS, Resolution No. 366-2013 directed that increased funding provided by New York State in the 2013 State Transit Operating Assistance Allocation for Suffolk Transit be utilized to expand County bus service in the evening hours and on Sundays; and

WHEREAS, Resolution No. 366-2013 has been successfully implemented and Sunday bus services is now being provided on numerous routes throughout the County; and

WHEREAS, as Sunday bus service is now being offered on a County-wide basis, there is no longer a rationale for charging higher bus fares for residents utilizing service on Routes S92 and 10C; now, therefore be it

1st RESOLVED, that the Director of Transportation Operations in the Department of Public Works is hereby authorized, empowered and directed to reduce the full bus fare on Suffolk County Bus Routes S92 and 10C from \$2.25 to 2.00 in order to make fares uniform throughout the County; and be it further

2nd RESOLVED, that this Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this resolution constitutes a Type II action pursuant to Section 617.5(c)(20), (21) and (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-Bus Fare reduction

1311
Intro. Res. No. -2014
Introduced by Presiding Officer, on request of the County Executive

Laid on Table

3/18/14

**RESOLUTION NO. -AUTHORIZING SUFFOLK COUNTY
TO ENTER INTO AN INTERMUNICIPAL AGREEMENT
THEREBY CREATING THE PECONIC ESTUARY PROTECTION
COMMITTEE**

WHEREAS, the Suffolk County Water Quality Review Committee at the December 12, 2013 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning and the Suffolk County Department of Health Services have requested funding to allow the County of Suffolk to enter into an intermunicipal agreement (the "IMA") with the Towns of Brookhaven, East Hampton, Riverhead, Shelter Island, Southampton, and Southold and Villages of Dering Harbor, Greenport, North Haven, and Sag Harbor (collectively "Members"), thereby creating the Peconic Estuary Protection Committee ("Committee"); and

WHEREAS, the Members will each appoint a representative to the Committee and Suffolk County will be represented by the County Executive or his/her duly appointed representative; and

WHEREAS, the Committee shall be funded by annual contributions ("Dues") which shall be determined annually by the Committee after the opportunity for review by each municipality; and

WHEREAS, the maximum aggregate amount of Dues shall not exceed \$100,000 per calendar year; and

WHEREAS, the Dues to be apportioned to Suffolk County shall be 25% of the annual aggregate amount of Dues; and

WHEREAS, there are sufficient funds within the Fund 477 2014 Operating Budget to fund payment of the Dues; and

WHEREAS, subsequent to the execution of the IMA, the Members shall vote on the execution of a cooperative agreement with the New York State Department of Transportation ("NYS DOT"), which shall then become a Member; and

WHEREAS, the goals of the Committee shall be to increase efficiency and efficacy of stormwater management, pollution prevention, and water quality protection activities undertaken by the Members; consistent with the recommendations of the 2001 Comprehensive Conservation and Management Plan (CCMP) of the Peconic Estuary Program; therefore, be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8,

hereby finds and determines that this resolution constitutes an Type II action, pursuant to Section 617.5(c) (18), (20), (21) and (27) of Title 6 of the NYCRR and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and Legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

2nd RESOLVED, that the County Executive is hereby authorized to execute an intermunicipal agreement, in a form substantially similar to the Intermunicipal Agreement annexed hereto as Exhibit A, with all or any combination of the following municipalities: the Towns of Brookhaven, East Hampton, Riverhead, Shelter Island, Southampton, and Southold and Villages of Dering Harbor, Greenport, North Haven, and Sag Harbor under Section 119-0 of the NEW YORK GENERAL MUNICIPAL LAW authorizing the creation of the Peconic Estuary Protection Committee, consisting of a representative of each Member municipality; and be it further

3rd RESOLVED, in the event that NYS DOT agrees to execute a cooperation agreement to become a Member of the Committee, the County Executive is hereby authorized to execute an agreement in a form substantially similar to the Agreement annexed hereto as Exhibit B, with the Member municipalities of the Peconic Estuary Protection Committee and the New York State Department of Transportation, making the New York State Department of Transportation a Member of the Peconic Estuary Protection Committee; provided, however, that in the event such Cooperation Agreement is not executed by NYS DOT, the Intermunicipal Agreement shall remain in full force and effect.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title of Resolution:

AUTHORIZING SUFFOLK COUNTY TO ENTER INTO AN INTERMUNICIPAL AGREEMENT THEREBY CREATING THE PECONIC ESTUARY PROTECTION COMMITTEE

PURPOSE OR GENERAL IDEA OF BILL:

To use existing 2014 DHS Operating funds from Water Quality Fund 477 for use by the Suffolk County Departments of Economic Development and Planning and Health Services and to enter into a cooperative agreement with various State agencies, Towns, and Villages, thereby creating the Peconic Estuary Protection Committee.

SUMMARY OF SPECIFIC PROVISIONS:

The municipalities within the Peconic Estuary are interested in cooperation, collaboration, and information sharing to meet the wide range of MS4 Permit requirements associated with the MS4 General Permit. This project will increase efficiency and efficacy of stormwater management, pollution prevention, and water quality protection activities undertaken by the members of the Committee in the Peconic Estuary.

JUSTIFICATION:

The funding for this stormwater abatement, pollution prevention, and education and outreach project was recommended at the December 12, 2013 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. Reducing pollution from stormwater is necessary to protect Suffolk County's ground and surface waters. This project would provide a collaborative method between the municipalities within the Peconic Estuary to reduce stormwater pollution.

FISCAL IMPLICATIONS

There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

February 7, 2014

Mr. Jon Schneider
Deputy County Executive
H Lee Dennison Bldg. 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

Enclosed for your consideration and submission is the proposed resolution pursuant to:

AUTHORIZING SUFFOLK COUNTY TO ENTER INTO AN
INTERMUNICIPAL AGREEMENT THEREBY CREATING THE
PECONIC ESTUARY PROTECTION COMMITTEE

There are sufficient funds included in the 2014 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its December 12, 2013 meeting, approved "Peconic Estuary Protection Committee", submitted by Suffolk County Department of Health Services, as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$25,000. The Peconic Estuary Protection Committee will increase efficiency and efficacy of stormwater management, pollution prevention, and water quality protection activities.

After your examination please place this on the Legislative Agenda. If you have any questions or concerns please feel free to contact me.

Sincerely,


Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

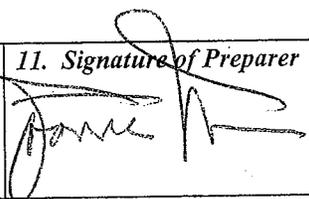
cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Connie Corso, Budget Director

LOCATION
H. LEE DENNISON BLDG. - 11th FLOOR ♦
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100 ♦
HAUPPAUGE, NY 11788-0099

PHONE (631) 853-4800
FAX (631) 853-4767

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <input checked="" type="checkbox"/> Local Law _____ Charter Law _____		
3. Title of Proposed Legislation: AUTHORIZING SUFFOLK COUNTY TO ENTER INTO AN INTERMUNICIPAL AGREEMENT THEREBY CREATING THE PECONIC ESTUARY PROTECTION COMMITTEE		
4. Will the Proposed Legislation Have a Fiscal Impact? YES ___ NO <input checked="" type="checkbox"/>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding This resolution uses existing funds within 2014 DHS Operating Budget from 477 Fund – Water Quality Protection and Restoration Program		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning	11. Signature of Preparer 	12. Date 2/07/2014

PECONIC ESTUARY PROTECTION COMMITTEE

INTER-MUNICIPAL AGREEMENT

BETWEEN THE
COUNTY OF SUFFOLK,
TOWN OF BROOKHAVEN,
TOWN OF EAST HAMPTON,
TOWN OF RIVERHEAD,
TOWN OF SHELTER ISLAND,
TOWN OF SOUTHAMPTON,
TOWN OF SOUTHOLD,
VILLAGE OF DERING HARBOR,
VILLAGE OF GREENPORT,
VILLAGE OF NORTH HAVEN, And
VILLAGE OF SAG HARBOR

Agreement made and entered into this day of _____, 2014, by and between the municipal corporations: the COUNTY OF SUFFOLK, 100 Veteran's Memorial Highway, Hauppauge, New York 11788; TOWN OF BROOKHAVEN, One Independence Hill, Farmingville, NY 11738; TOWN OF EAST HAMPTON, 159 Pantigo Road, East Hampton, New York 11937; TOWN OF RIVERHEAD, 200 Howell Avenue, Riverhead, New York 11901; TOWN OF SHELTER ISLAND, 38 North Ferry Road, Shelter Island, New York 11964; TOWN OF SOUTHAMPTON, 116 Hampton Road, Southampton, New York 11968; TOWN OF SOUTHOLD, 53095 Route 25, P.O. Box 1179, Southold, New York 11971; VILLAGE OF DERING HARBOR, P.O. Box 3010, Shelter Island Heights, New York 11965; VILLAGE OF GREENPORT, 236 Third Street, Greenport, New York 11944; VILLAGE OF NORTH HAVEN, 335 Ferry Road, Sag Harbor, New York 11963; and the VILLAGE OF SAG HARBOR, 55 main Street, P.O. Box 660, Sag Harbor, New York 11963; (hereinafter collectively known as the "MUNICIPALITIES").

WITNESSETH:

WHEREAS, the MUNICIPALITIES recognize the importance of the Peconic

Estuary as a vital coastal ecosystem essential to the environmental and economic well-being of the people in the surrounding communities and as an "Estuary of National Significance" as designated by the U.S. Environmental Protection Agency (EPA); and the MUNICIPALITIES are deeply concerned with the existing degradation of the Peconic Estuary and the potential for further degradation due to a variety of pollutant sources, including but not limited to stormwater runoff, illegal dumping, floatable debris and boat waste: and

WHEREAS the MUNICIPALITIES recognize the waters, tributaries and wetlands of the Peconic Estuary comprise a precious resource worthy of protection and wish to protect, restore and enhance the Peconic Estuary so as to ensure a healthy and diverse marine ecosystem while balancing and maintaining recreational and commercial uses; and are in agreement that the future health and productivity of the Peconic Estuary requires a coordinated effort dedicated to the protection and enhancement of the Peconic Estuary area; and

WHEREAS, the Peconic Estuary Program has developed a Comprehensive Conservation and Management Plan (CCMP), which was formally approved on November 15 2001 by the EPA, and which set forth long range goals and plans for the use and improvement of the Peconic Estuary; and

WHEREAS the MUNICIPALITIES are required by the federal Clean Water Act's Phase II regulations and by New York State's Phase II stormwater regulations (SPDES General Permit No. GP-0-10-002) to develop and implement Stormwater Pollution Prevention Plans and Annual Compliance Reports; and

WHEREAS the federal and state governments encourage and support the formation of inter-municipal partnerships like the COMMITTEE and promote their use as the most effective and cost efficient means to address the Phase II stormwater regulations; and

WHEREAS the annual Phase II compliance reporting forms require the MUNICIPALITIES to specify the legally binding agreement(s) under which they are working as partners on their stormwater management programs; and

WHEREAS the MUNICIPALITIES desire to enter into an agreement so that they may continue their work together as the COMMITTEE so that they may carry out the goals and responsibilities set forth herein; and

WHEREAS the NYS General Municipal Law Section 119-o authorizes agreements for the performance of various functions, powers and duties between municipal corporations;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein stated, it is agreed by and between the parties hereto as follows:

1. Each of the eleven (11) separate MUNICIPALITIES shall appoint one official representative to the COMMITTEE. The official representative shall be responsible to participate in regular meetings of the COMMITTEE, transmit information to and obtain opinions regarding water quality policy issues from his or her MUNICIPALITY.
2. The goals of the COMMITTEE are as follows:

- i. To improve the water quality of the Peconic Estuary so that all waters of the estuary will consistently meet water quality standards for bathing, swimming and fishing;
- ii. Improve the water quality of the Peconic Estuary so that areas currently closed to shellfishing will once again be classified as an area suitable for the harvesting of shellfish for human consumption;
- iii. Restore and enhance the surrounding tidal wetlands that serve to cleanse ecosystems; provide marine food production and wildlife habitat; offer opportunities for education, research and recreation; provide flood and storm control; and offer open space and aesthetic appreciation;
- iv. Control and reduce point and nonpoint source pollution affecting the Peconic Estuary and its environs;
- v. Assist in the achievement of compliance with federal and state statutes and regulations which affect the Peconic Estuary in a coordinated and cost effective manner; and
- vi. vi. Coordinate local coastal regulations so as to maximize protection and enhancement efforts to improve the Peconic Estuary, its tributaries and wetlands.

3. The COMMITTEE shall select a Chairperson from among the municipal representatives and the Chairperson shall have the power to create subcommittees and appoint representatives to serve on such subcommittees as the need arises;

4. The COMMITTEE shall be funded by annual contributions (hereinafter referred to as "dues") which shall be determined annually by the COMMITTEE representatives after the opportunity for review by each municipality. The proposed amount of annual dues for each year shall be determined prior to the first day of February that year. Each member municipality shall have sixty (60) days from the date that such dues are proposed to review, comment or withdraw from the COMMITTEE as set forth in Paragraph 12 of this Agreement. At the end of the sixty (60) day review period, the dues shall be established for that year. Such dues shall include the monetary requirements for the match shares of any grants applied for and received by a

member municipality on behalf of the COMMITTEE, the cost for services of an Executive Director and any administrative costs not covered by such grants.

5. Dues shall be apportioned among the member municipalities in accordance with the following formula:

County of Suffolk: 25 % of total
Town of Brookhaven: 10 % of total
Town of East Hampton: 10% of total
Town of Riverhead: 10% of total
Town of Shelter Island: 10% of total
Town of Southampton: 10% of total
Town of Southold: 10% of total
Village of Dering Harbor: 3% of total
Village of Greenport: 3% of total
Village of North Haven: 3% of total
Village of Sag Harbor: 3% of total

Notwithstanding the foregoing, the maximum amount to be paid as dues by the County in any calendar year under this Agreement is twenty-five thousand (\$25,000) dollars.

Also notwithstanding the foregoing, the maximum aggregate amount of dues to be paid in any one calendar year under this Agreement shall not exceed one hundred thousand (\$100,000) without the express approval of each municipal member of the COMMITTEE.

6. The COMMITTEE shall provide each member municipality with reasonable notice of the dues and they shall be paid within a reasonable time following the start of the municipality's fiscal year.

7. Dues shall be paid by each member municipality without the need for a separate inter-municipal agreement.

8. The COMMITTEE'S activities shall be coordinated by a part time or full time Executive Director who shall serve the COMMITTEE on a consulting basis as an independent contractor and who shall report to the COMMITTEE through its Chairperson;

9. One or more municipalities (hereinafter referred to as a "SPONSOR" or "SPONSORS") shall act as the agent for the COMMITTEE to apply for and receive grants; and to retain and hire environmental consultants as well as the Executive Director to carry out the goals of the COMMITTEE;

10. All dues, grant receipts, and other monies received by the COMMITTEE shall be placed in a separate account by the SPONSOR or SPONSORS for the COMMITTEE with periodic accountings provided to the COMMITTEE.

11. Office space, a telephone, and internet hookup may be voluntarily provided by one of the member municipalities at no charge to the COMMITTEE for the use of its Executive Director.

12. Any member municipality may withdraw from the COMMITTEE upon written notice of no less than thirty (30) days to the Chair of the COMMITTEE who shall promptly notify the remaining member municipalities. In the event that the member municipality elects to withdraw from the COMMITTEE prior to the establishment of dues for that calendar year, the municipality shall not be responsible for the payment of such dues and shall have no further obligation under this Agreement. In the event that the member municipality elects to withdraw from the COMMITTEE after dues for that calendar year are established, the dues for the remaining members for the following calendar year shall be assessed in approximately the same proportions that the remaining members were assessed with respect to one another prior to the withdrawal of the withdrawing municipality.

13. If at any time following the execution of this Agreement, any municipality or other government entity that is not a currently represented on the COMMITTEE, wishes to join as a member of the COMMITTEE, this Agreement shall be deemed to be amended and the municipality or other government entity shall be deemed to be a full member of the COMMITTEE and subject to all of the Agreement's terms and conditions provided that the following procedures and criteria are followed:

- i. a letter is sent to the Chair of the COMMITTEE on the letterhead of the municipality or other governmental entity requesting to become a member of the COMMITTEE;
- ii. a copy of an official Resolution of the governing body of the municipality or other governmental entity authorizing the municipality or other governmental entity to join the COMMITTEE is submitted to the Chair of the COMMITTEE; and
- iii. the COMMITTEE affirmatively votes by majority vote to accept the membership.

If the new member is a County, Town, City or Village, the amount of dues required for that calendar year shall be at the same rate as that charged for other like entities (i.e. a Village would be charged at the same rate as other Villages for that year).

In the event that the new member joins during the first six months of the calendar year, the full annual dues shall be charged. In the event that the new member joins during the second six months of the calendar year, half the annual dues shall be charged.

If the new member is a governmental entity other than a County, Town, City or Village, the amount of dues shall be determined by the COMMITTEE.

14. The term of this Agreement shall begin upon signing and shall continue in effect as long as at least two member municipalities desire to see the COMMITTEE continue.

15. Compliance with Laws: This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York. In addition, the parties hereto

shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with their performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

16. Municipalities agree that they shall simultaneously with the execution of this intermunicipal agreement authorize, entering into a Supplemental Agreement with the NEW YORK DEPARTMENT OF TRANSPORTATION (hereinafter known as the "THE STATE" or "NYSDOT") accepting the STATE as a member of the COMMITTEE, with dues apportioned at 3% of the total Budget.

17. This Intermunicipal agreement may be executed in counterparts.

Exhibit 1
Suffolk County Legislative Requirements

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 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 pter 803 of the Suffolk County Code.

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

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

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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. Safeguarding Personal Information of Minors

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

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

13. 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 of Exhibit I

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

TOWN OF BROOKHAVEN

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Town of Brookhaven, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of Brookhaven meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

TOWN OF EAST HAMPTON

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Town of East Hampton, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of East Hampton meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

COUNTY OF SUFFOLK

By: _____

Dennis M. Cohen

Chief Deputy County Executive

Date: _____

Approved: Department of Economic Development Planning

By: _____

Joanne Minieri, Commissioner

Date: _____

Approved as to Form:

Dennis M. Brown, County Attorney

By: _____

Thomas C. Young

Assistant County Attorney

Date: _____

TOWN OF RIVERHEAD

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Town of Riverhead , that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of Riverhead meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

TOWN OF SHELTER ISLAND

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Town of Shelter Island, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of Shelter Island meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

TOWN OF SOUTHAMPTON

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Town of Southampton, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of Southampton meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

TOWN OF SOUTHOLD

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Town of Southold , that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Town of Southold meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

VILLAGE OF DERING HARBOR

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Village of Dering Harbor , that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Village of Dering Harbor meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

VILLAGE OF GREENPORT

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Village of Greenport , that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Village of Greenport meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

VILLAGE OF NORTH HAVEN

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Village of North Haven, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Village of North Haven meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

VILLAGE OF SAG HARBOR

By: _____

Name: _____

Hereby certifies under penalties of perjury that that I am an officer of the Village of Sag Harbor, that I have read and am familiar with sec. A5-7 of Article V of the Suffolk County code, and that the Village of Sag Harbor meets all requirements to qualify for exemption thereunder.

Name _____

Date _____

Exhibit II

Town of Brookhaven Resolution #
Town of East Hampton Resolution #
Town of Riverhead Resolution #
Town of Shelter Island Resolution #
Town of Southold Resolution #
Town of Southampton Resolution #
Village of Dering Harbor Resolution #
Village of Greenport Resolution #
Village of North Haven Resolution #
Village of Sag Harbor Resolution #
County of Suffolk Resolution #

THE AGREEMENT; and

WHEREAS, THE AGREEMENT allows for the addition of new members to

THE COMMITTEE; and

WHEREAS, all conditions of THE AGREEMENT have been satisfied for THE STATE to become a new member, including but not limited to, THE COMMITTEE having affirmatively voted by majority vote to accept THE STATE as a new member.

NOW THEREFORE, in consideration of the foregoing it is agreed by and among the parties hereto as follows:

1. This COOPERATIVE AGREEMENT shall be effective upon execution by each and every party, including execution by a duly authorized representative of THE STATE.
2. THE STATE, by and through the NYSDOT, shall be a full voting member of THE COMMITTEE, having all of the rights and privileges thereof.
3. THE NYSDOT'S maximum apportioned share of dues, at any time, shall be 3% (three percent) of THE COMMITTEE'S total aggregate dues per annum.
4. THE NYSDOT'S payment of dues shall be deemed executory, subject to lawful appropriation therefor.
5. This COOPERATIVE AGREEMENT is subject to, among other things, any applicable provisions of the State Finance Law, Public Officers Law and the General Municipal Law of the State of New York.
6. Attached hereto and made a part of this COOPERATIVE AGREEMENT, as if fully set forth herein are: i) THE AGREEMENT", Attachment 1; ii) Appendix A, Standard Clauses for NYS Contracts; iii) Appendix 2-S, Iran Divestment Act, iv) Proposed Work Plan for THE COMMITTEE'S activities for Year #1; and v) Estimated Budget for THE COMMITTEE'S activities for Year #1.
7. This COOPERATIVE AGREEMENT shall be subject to and construed in accordance with the laws of the STATE OF NEW YORK.

8. This COOPERATIVE AGREEMENT may be executed in counterparts.



SUPPLEMENTAL AGREEMENT #1

PECONIC ESTUARY PROTECTION COMMITTEE

IN WITNESS WHEREOF, The County of Suffolk has executed this COOPERATIVE AGREEMENT on _____, the Town of Brookhaven on _____, the Town of East Hampton on _____, the Town of Riverhead on _____, the Town of Shelter Island on _____, the Town of Southampton on _____, the Town of Southold on _____, the Village of Dering Harbor on _____, the Village of Greenport on _____, the Village of North Haven on _____, the Village of Sag Harbor on _____, and the New York State Department of Transportation on _____.

APPROVED:

COUNTY OF SUFFOLK

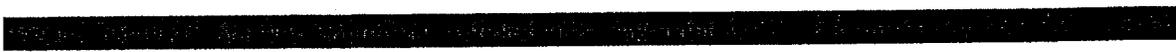
By _____

TOWN OF BROOKHAVEN

By _____

TOWN OF EAST HAMPTON

By _____



TOWN OF RIVERHEAD

By _____

TOWN OF SHELTER ISLAND

By _____

TOWN OF SOUTHAMPTON

By _____

TOWN OF SOUTHOLD

By _____

INC. VILLAGE DERING HARBOR

By _____

INC. VILLAGE OF GREENPORT

By _____

INC. VILLAGE OF NORTH HAVEN

By _____

INC. VILLAGE OF SAG HARBOR

By _____

DISCUSSION DRAFT by KDM, NYSDOT DIVISION OF LEGAL AFFAIRS

NEW YORK STATE DEPARTMENT OF
TRANSPORTATION

By _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

December, 2012

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.
4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

1312

Intro. Res. No. -2014

Laid on Table

3/18/14

Introduced by Presiding Officer, on request of the County Executive

RESOLUTION NO. -2014 AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH: HARMFUL ALGAL BLOOM ACTION PLAN AND STRATEGY AND SHELLFISH AQUACULTURE MONITORING PROGRAM ASSESSMENT (CP .)

WHEREAS, there are sufficient funds within the reserved fund balance of Fund 477 for the purpose of Water Quality Protection; and

WHEREAS, the Suffolk County Water Quality Review Committee at the December 12, 2013 meeting, pursuant to Article XII of the SUFFOLK COUNTY CHARTER, has recommended funding this program as an appropriate use of Suffolk County Water Quality Protection and Restoration Program and Land Stewardship funds; and

WHEREAS, the Suffolk County Department of Economic Development and Planning and the Suffolk County Department of Health Services have requested funding for a project that will develop a Harmful Algal Bloom Action Plan and Strategy and perform a Shellfish Aquaculture Monitoring Program Assessment; and

WHEREAS, Suffolk County's marine waters are a huge economic driver for Long Island in their contributions to tourism, commerce, fishing, recreation, and more. Safe and attractive waters play a key role in assuring the success of many of these activities. However, with an increasing frequency, we are seeing what are known as Harmful Algal Blooms (HABs) in various areas of our Suffolk County water bodies. Due to the increased occurrence and variety of HABs in Suffolk County's marine waters, a renewed, broader focus on this topic is essential to provide information and an action plan with a coordinated strategy for research, monitoring, and management; and

WHEREAS, The Suffolk County Shellfish Aquaculture Lease Program in Peconic Bay and Gardiners Bay was established by Suffolk County Local Law No. 25-2009 (Chapter 475, Article II of the Suffolk County Code). This program, which provides secure access to marine space for private, commercial shellfish aquaculture has been developed by Suffolk County for publicly-owned underwater lands in Peconic Bay and Gardiners Bay. Pursuant to Chapter 425, Laws of New York 2004 (2004 Leasing Law), as codified in New York State Environmental Conservation Law §13-0302, the State of New York ceded title to approximately 100,000 acres of underwater lands in Peconic Bay and Gardiners Bay to Suffolk County for the purpose of shellfish cultivation, and authorized the County to prepare, adopt and implement a shellfish aquaculture lease program for this region; and

WHEREAS, Resolution No. 908-2011 approved the implementation of an environmental monitoring program to assess the potential impacts, be they positive, benign, or negative, of typical shellfish farms operating on plots leased by Suffolk County pursuant to the

Lease Program. The proposed monitoring program is an underwater lands management activity that is authorized and required by Article II, § 475-19 of the Suffolk County Code; and

WHEREAS, the Harmful Algal Bloom Action Plan and Strategy and the Assessment of Shellfish Aquaculture Monitoring Programs are consistent with the goals in the update of the Suffolk County Comprehensive Master Plan – 2035, and will contribute to achieving Water Quality Initiative priorities; and

WHEREAS, As a university-based research, extension, and education program, New York Sea Grant continues to be a source for unbiased, high quality, scientific information and has been funding algal bloom research for decades. Often serving as a bridge between academia and agencies, Sea Grant is uniquely positioned for, and has experience in, coordinating the synthesis of knowledge and helping to sort through potential options towards the development of a management action plan or strategy. New York Sea Grant is uniquely and optimally positioned to lead these projects. As a collaborative program between NOAA, Cornell University, and the SUNY system, Sea Grant is not tied to one institution and in fact is “open access” to all scientists, agencies, organizations, and any other stakeholders. It is an integral part of a nationwide network of Sea Grant programs, and has active membership in all three of the state/National Estuary Programs touched by Suffolk County (PEP, SSER, and Long Island Sound). Sea Grant’s vision is that “Coastal decision-making will be influenced by science-based information and educated stakeholders” and its mission is “Bringing science to the shore through high quality research, outreach, and extension.” Clearly, these attributes are a perfect match for these projects.; and

WHEREAS, Successful completion of this project aligns with the mission of New York Sea Grant, matching funds are being contributed by New York Sea Grant and the proposal that was prepared for and approved by the WQPRP committee indicated that New York Sea Grant would carry out the project; and

WHEREAS, The Harmful Algal Bloom (HAB) Action Plan and Strategy will bring specific focus on an increasingly problematic and visible issue for Suffolk County; a coordination of efforts; products that will be useful for managers, elected officials, scientists, and the general public; and ultimate advancement towards the potential prevention (or at least reduction) of the occurrence of Harmful Algal Blooms in Suffolk County’s marine waters; and

WHEREAS, Assessment of Shellfish Aquaculture Monitoring Programs will result in optimization of existing water quality monitoring programs to serve multiple purposes, coordination of monitoring efforts within Suffolk County. The results of monitoring for aquaculture impacts will provide insight on whether or not: a. additional measures should be taken by the County in determining the eligibility of proposed aquaculture sites for leasing; and b. the scope and scale of potential lease acreage should be changed in the future; and

WHEREAS the project shall be initiated within three years of the date of adoption of this resolution; and

WHEREAS, funding is requested for this project through the Suffolk County Water Quality Protection and Restoration Program; and

WHEREAS, Resolution No. 471-1994, as revised by Resolution No. 461-2006, has established a priority ranking system, implemented in the 2013 Adopted Capital Budget and Program, as the basis for funding capital projects such as this project; and

WHEREAS, there are available Fund 477 funds within the Reserved Fund Balance for Water Quality related projects to support the appropriation of this project within the 2014 Capital Budget and Program; now, therefore be it

1st RESOLVED, that this Legislature, being the lead agency under the State Environmental Quality Review Act ("SEQRA"), Environmental Conservation Law Article 8, hereby finds and determines that this resolution constitutes an Type II action, pursuant to Section 617.5(c)(18), (20), (21) and (27) of Title 6 of the NYCRR and within the meaning of Section 8-0109(2) of the New York Environmental Conservation Law as a promulgation of regulations, rules, policies, procedures, and Legislative decisions in connection with continuing agency administration, management and information collection, and the Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this resolution; and be it further

2nd RESOLVED, that it is hereby determined that this project, with a priority ranking of 68 is eligible for approval in accordance with the provisions of Resolution No. 471-1994, as revised by Resolution No. 461-2006; and be it further

3rd RESOLVED, that sufficient funds exist within Fund 477's Water Quality Reserve Fund Balance component to cover the cost of said transfer; and be it further

4th RESOLVED, that matching project funds are being contributed by New York Sea Grant and that New York Sea Grant will carry out this project;

5th RESOLVED, that the Adopted 2014 Operating Budget be and hereby is amended and that the interfund transfer be and hereby is appropriated from Fund 477 Reserve Fund Balance as follows:

EXPENDITURES:

<u>Agency</u>	<u>Fund</u>	<u>Organization</u>	<u>Object</u>	<u>Description</u>	<u>Amount</u>
IFT	477	E525	9600	Transfer to Capital Fund	\$100,323

and be it further

6th RESOLVED, that the interfund revenues be and hereby are transferred and accepted in the Capital Fund as follows:

<u>Agency</u>	<u>Fund</u>	<u>Rev Source</u>	<u>Organization</u>	<u>Description</u>	<u>Amount</u>
IFT (Ref. 525 -CAP-IFTR-R477)	525	R477	E525	Transfer from Water Quality Protection	\$100,323

and be it further

7th RESOLVED, that the 2014 Capital Budget and Program be and are hereby amended as follows:

Project No.: 8224
 Project Title: Harmful Algal Bloom Action Plan and Strategy and Shellfish Aquaculture Monitoring Program Assessment

		Current 2014	Revised 2014
	<u>Total Est. Cost</u>	<u>Capital Budget & Program</u>	<u>Capital Budget & Program</u>
1. Planning	\$100,323	\$0	\$100,323
TOTAL	\$100,323	\$0	\$100,323

and be it further

8th RESOLVED, that the interfund revenues in the amount of \$100,323 be and hereby is appropriated as follows:

<u>Project Number</u>	<u>JC</u>	<u>Project Title</u>	<u>Amount</u>
525-CAP- 8224.1xx	50	Harmful Algal Bloom Action Plan and Strategy and Shellfish Aquaculture Monitoring Program Assessment	\$100,323

and be it further

9th RESOLVED, that the County Treasurer and County Comptroller are hereby authorized and directed to accept these interfund revenues and effectuate these interfund transfers, including the associated cash transfers to finance this capital project; and be it further

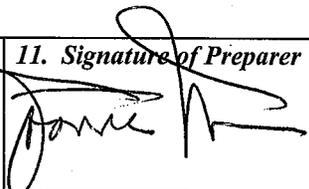
DATED:

APPROVED BY:

 County Executive of Suffolk County

Date of Approval:

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <u> X </u> Local Law <u> </u> Charter Law <u> </u>		
3. Title of Proposed Legislation: AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH: HARMFUL ALGAL BLOOM ACTION PLAN AND STRATEGY AND SHELLFISH AQUACULTURE MONITORING PROGRAM ASSESSMENT		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> </u> NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding This resolution transfers funds from 477 Fund – Water Quality Protection and Restoration Program to Fund 525-Capital Fund and appropriates these funds in 2014 Capital Project and program		
9. Timing of Impact N/A		
10. Typed Name & Title of Preparer	11. Signature of Preparer	12. Date
Joanne Minieri Deputy County Exec and Commissioner of Economic Development & Planning		3/14/2014

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title of Resolution:

AMENDING THE ADOPTED 2014 OPERATING BUDGET TO TRANSFER FUNDS FROM FUND 477 WATER QUALITY PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH: HARMFUL ALGAL BLOOM ACTION PLAN AND STRATEGY AND SHELLFISH AQUACULTURE MONITORING PROGRAM ASSESSMENT

PURPOSE OR GENERAL IDEA OF BILL:

To transfer funds from fund 477 Water Quality Protection to the 2014 Capital Budget, as recommended by the Suffolk County Water Quality Review Committee at the December 12, 2013 meeting, in order for the Suffolk County Department of Economic Development and Planning and the Suffolk County Department of Health Services to implement a Harmful Algal Bloom Action Plan and Strategy and perform a Shellfish Aquaculture Monitoring Program Assessment

SUMMARY OF SPECIFIC PROVISIONS:

The Suffolk County Shellfish Aquaculture Lease Program in Peconic Bay and Gardiners Bay, which provides secure access to marine space for private, commercial shellfish aquaculture, was established by Suffolk County Local Law No. 25-2009. Resolution No. 908-2011 approved the implementation of an environmental monitoring program, which is authorized and required by Article II, § 475-19 of the Suffolk County Code, in order to assess the potential impacts, of typical shellfish farms operating on plots leased by Suffolk County. The Harmful Algal Bloom Action Plan and Strategy and the Assessment of Shellfish Aquaculture Monitoring Programs are consistent with the goals in the update of the Suffolk County Comprehensive Master Plan – 2035, and will contribute to achieving Water Quality Initiative priorities

JUSTIFICATION:

The funding for this Harmful Algal Bloom Action Plan and Strategy and Shellfish Aquaculture Monitoring Program Assessment was recommended at the December 12, 2013 meeting of the WQPRP Review Committee. It was deemed by the Committee to be a prudent and beneficial use of the ¼% sales tax water quality funds. Suffolk County's marine waters are a huge economic driver for Long Island in their contributions to tourism, commerce, fishing, recreation, and more. However, with an increasing frequency, we are seeing Harmful Algal Blooms (HABs) in various areas of our Suffolk County water bodies, therefore a renewed, broader focus on this topic is essential to provide information and an action plan with a coordinated strategy for research, monitoring, and management

FISCAL IMPLICATIONS:

There is no fiscal impact to the General Fund. All funding will come from the existing ¼% sales tax generated fund for water quality protection projects.

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

**DEPARTMENT OF ECONOMIC DEVELOPMENT
AND PLANNING**

JOANNE MINIERI
DEPUTY COUNTY EXECUTIVE AND COMMISSIONER

March 14, 2014

Mr. Jon Schneider
Deputy County Executive
H Lee Dennison Bldg. 12th Floor
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

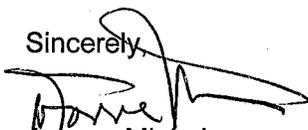
Enclosed for your consideration and submission is the proposed resolution pursuant to:

**AMENDING THE ADOPTED 2014 OPERATING BUDGET TO
TRANSFER FUNDS FROM FUND 477 WATER QUALITY
PROTECTION, AMENDING THE 2014 CAPITAL BUDGET AND
PROGRAM, AND APPROPRIATING FUNDS IN CONNECTION WITH:
HARMFUL ALGAL BLOOM ACTION PLAN AND STRATEGY AND
SHELLFISH AQUACULTURE MONITORING PROGRAM ASSESSMENT**

There are sufficient funds included in the 2014 Operating Budget Fund 477 for this project. The Suffolk County Water Quality Review Committee, at its December 12, 2013 meeting, approved "Harmful Algal Bloom Action Plan and Strategy and perform a Shellfish Aquaculture Monitoring Program Assessment", submitted by Suffolk County Department of Health Services, as an appropriate use of Suffolk County Water Quality Protection and Restoration Program funds in the amount of \$100,323. Suffolk County waters are experiencing an increasing frequency on Harmful Algal Blooms (HABs), thus the need for a research and management based strategy to coordinate an action plan.

After your examination please place this on the Legislative Agenda. If you have any questions or concerns please feel free to contact me.

Sincerely,



Joanne Minieri
Deputy County Executive and Commissioner

JM:ej
Enc.

cc: Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Connie Corso, Budget Director

LOCATION
H. LEE DENNISON BLDG. - 11th FLOOR ♦
100 VETERANS MEMORIAL HIGHWAY

MAILING ADDRESS
P. O. BOX 6100 ♦
HAUPPAUGE, NY 11788-0099

PHONE (631) 853-4800
FAX (631) 853-4767

**REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE**

County of Suffolk

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
Department of Economic Development and Planning
H Lee Dennison Bldg., 4th Floor, Hauppauge

Department Contact Person:
Frank Castelli
853-5943

Suggestion Involves:

- Technical Amendment New Program
- Grant Award Contract (New ___ Rev. ___)
- Other – Water Quality Protection and Restoration Program (Fund 477)

Summary of Problem: Suffolk County's marine waters are a huge economic driver for Long Island in their contributions to tourism, commerce, fishing, recreation, and more. However, with an increasing frequency, we are seeing Harmful Algal Blooms (HABs) in various areas of our Suffolk County water bodies, therefore a renewed, broader focus on this topic is essential to provide information and an action plan with a coordinated strategy for research, monitoring, and management. In addition, The Suffolk County Shellfish Aquaculture Lease Program in Peconic Bay and Gardiners Bay, provides secure access to marine space for private, commercial shellfish aquaculture. Resolution No. 908-2011 approved the implementation of an environmental monitoring program, which is authorized and required by Article II, § 475-19 of the Suffolk County Code, in order to access the potential impacts, of typical shellfish farms operating on plots leased by Suffolk County.

Proposed Changes in Present Statute: (Please specify section when possible.)

N/A

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1313

Intro. Res. No. -2014

Laid on Table

3/18/14

Introduced by Presiding Officer, pursuant to Rule 3 (A)(14) of the Suffolk County Legislature

**RESOLUTION NO. -2014, AUTHORIZING ALTERATION OF RATES
FOR DAVIS PARK FERRY CO., INC.**

WHEREAS, Davis Park Ferry Co., Inc. has applied to the Suffolk County Legislature, by its verified petition dated February 27, 2014, attached hereto as Exhibit "A", pursuant to Article 8 of the Navigation Law, Section 71 of the Transportation Corporations Law and Section 131-g of the Highway Law of the State of New York and Chapter 455 of Suffolk County Code for the alteration of its ferry rates; and

WHEREAS, the Office of the Legislative Budget Review has submitted its recommendations to this Legislature; and

WHEREAS, a public hearing has been duly held thereon; now, therefore be it

1st RESOLVED, that:

The verified Petition of Davis Park Ferry Co., Inc. and the amended fare schedule set forth therein and in the attached Exhibit "B", are hereby approved.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\res\r-alteration-rates-davis-park-ferry

SUFFOLK COUNTY LEGISLATURE
-----X
IN THE MATTER OF THE APPLICATION

OF

DAVIS PARK FERRY CO.

A New York Transportation Corporation for an
Alteration of rates received by a ferry within the
County of Suffolk over the Great South Bay

VERIFIED
PETITION FOR
FERRY RATE
ALTERATION

-----X

Davis Park Ferry Co., Inc.
P.O. Box 998
Patchogue, N.Y. 11772
Tel: (631) 475-1665
Fax (631) 289-2185

TO THE COUNTY LEGISLATURE OF THE COUNTY OF SUFFOLK:

FIRST: NATURE OF APPLICATION

This application is made pursuant to Section 131 (g) of the Highway Law of the State of New York and Local Law No. 7 and Chapter 287, Section 3 of the Suffolk County Code.

Pursuant to Section 131 (g) of the Highway Law, the New York Legislature has empowered the Suffolk County Legislature to grant alterations in ferry rates upon Application of the ferry operator for ferries operating within Suffolk County.

Petitioner is seeking relief from the Suffolk County Legislature to provide for an alteration of its existing passenger and freight ferry rates, which will be applicable to petitioner's cross bay ferry service from Patchogue, New York to the Fire Island Communities of Davis Park and Watch Hill.

SECOND: PERTINENT FACTS CONCERNING PETITIONER

Petitioner is a domestic ferry corporation organized and incorporated pursuant to Section 3 of the Transportation Corporations Law of the State of New York, with its Principal offices at Brightwood Street, Patchogue, New York.

Petitioner has provided cross-bay ferry service between Patchogue and the Fire Island communities of Davis Park and Watch Hill under licenses granted by the Suffolk County Legislature and most recently under Resolution No. 182-2013.

The fleet of vessels operated by petitioner consists of the following:

KIKI	75 feet	277 passengers
QUAIAPEN	65 feet	215 passengers
PATHFINDER	72 feet	249 passengers
MESHOMAC	42 feet	49 passengers
NICOLET	65 feet	150 passengers
MARQUETTE	65 feet	150 passengers

THIRD: PRESENT FARE STRUCTURE AUTHORIZATION

Petitioner's present fare structure was authorized pursuant to Resolution No. 668-2008 (Exhibit A).

FOURTH: PROPOSED FARE STRUCTURE

Petitioner request an alteration of the ferry rates and fares as set forth in Exhibit B, attached hereto, consisting of two schedules: PASSENGER RATES and FREIGHT TARIFF SCHEDULE.

FIFTH: FINANCIAL REPORTS

To be filed with the legislature are the audited, certified financial reports for the Years 2011 and 2012 which should be appended hereto.

SIXTH: NEED FOR IMMEDIATE RELIEF BY WAY OF FARE ALTERATION

Petitioner's fares were last increased pursuant to Suffolk County Code 287-31 and ratified by Legislature Resolution No. 668-2008. The one way adult passenger fare ratified by that resolution was \$8.50, offering a discount of \$16.00 for a round trip, which most passengers purchase.

The minimum wage in 2008 was \$7.15 and it is now \$8.00.. Whenever there is an increase in the minimum wage, we must adjust all of our employees wages accordingly. The payroll is the single largest expense the company has, but insurance and maintenance costs have risen also. As a result, we continue to run a bare bones operation, trying not to cut services to our customers. While no safety expenditures were compromised and while all of the vessels were approved and certified by the United States Coast Guard, nevertheless, periodic overhauls and cosmetic maintenance have been deferred. In addition, boats were required to be out of service for repair more often than is desirable, putting an increased strain on the other vessels in the fleet.

One of the vessels, PATHFINDER II, has been out of service for 8 years because of needed repairs that the company cannot afford to make. The vessels in the fleet were all built in the 1960's, 1970's and our main vessel the KIKI was built in 1982 make her the newest vessel we have. The vessel Quaiapen is 48 years old and extensive refurbishing has been done

on it in order to keep it in service. The company needs to refurbish the vessels we have and be able to better maintain them to extend their service life. We would also like to be able to purchase a new/used vessel to start retiring some of the older vessels.

The ability of the Davis Park Ferry Company to survive and thrive financially depends on an appropriate fare adjustment. If granted, the company will still need good fortune to prevail in terms of good weather, steady ridership and stable fuel prices but the increase in fares will move the company toward financial stability and hopefully, profitability.

SEVENTH: RELIEF REQUESTED

Petitioner respectfully requests that the Suffolk County Legislature grant and authorize to petitioner the rates referred to in Paragraph 4 herein and Exhibit B.

Exhibit B

Passenger Rates

	Old Rate	New Rate	% Increase
Adult One Way	\$8.50	\$9.00	5.9%
Child One Way	\$5.75	\$6.00	4.4%
Senior One Way	\$8.00	\$8.50	6.25%
Adult Round Trip	\$16.00	\$17.00	6.3%
Child Round Trip	\$10.50	\$11.00	4.8%
Senior Round Trip	\$15.00	\$16.00	6.7%
Dog (Round Trip Only)	\$5.25	\$6.00	14.3%
20 Trip Book of Tickets	\$140.00	\$160.00	14.29%
Child Book	NA	\$105.00	NA
Dog Book	NA	\$105.00	NA
40 Trip Card	\$238.00	\$260.00	9.25%
Water Taxi (during ferry Hours)	\$180.00		
Water Taxi (after ferry Hours)	\$200.00		

Specials

Following July 4th until Thursday before Labor Day.

Family Day – Up to 2 children ride ½ price with 1 parent paying full round trip fare (no tickets, cards, or coupons) (Tuesday)

Ladies Day (Wednesday) \$15.00 Same day round trip

Teenage Day (Thursday) \$15.00 Same day round trip

7.2 % Increase for Ladies day and Teenage day

Freight Rates

Amusements

Item	Old Rate	New Rate	% Increase
Bowling Game	\$20.40	\$21.00	2.95%
Football Game	\$16.35	\$20.00	22.3%
Juke Box	\$17.25	\$20.00	15.95%
Pinball Machine	\$20.40	\$21.00	2.95%
Video Game	\$16.35	\$20.00	22.3%

Appliances

Item	Old Rate	New Rate	% Increase
Dishwasher	\$10.35	\$11.00	15%
Dryer	\$10.35	\$11.00	15%
Freezer, residential	\$26.75	\$26.75	NA
Freezer, commercial	\$39.45	\$40.00	1.4%
Microwave Oven	\$5.15	\$5.15	NA
Range 4 Burner Stove	\$15.75	\$20.00	27%
Refrigerator, residential	\$24.15	\$25.00	3.5%
Refrigerator, commercial	\$37.90	\$40.00	5.55%
Soda Machine	\$30.35	\$35.00	14 ½%
Trash Compactor	\$7.60	\$9.00	18.5%
Washing Machine	\$15.25	\$20.00	31.2%
Gas Grill	NA	\$7.00	NA
Charcoal Grill	NA	\$4.00	NA

Building Supplies

Item	Old Rate	New Rate	% Increase
Asphalt Tub	\$3.05	\$3.25	6.6%
Bricks, p/brick	\$0.14	\$0.15	10%
Cement, bag 90 lbs	\$4.00	\$5.00	25%
Cement block, 8"std/4" solid	\$0.60	\$0.75	25%
Cement block, 12' std.	\$0.70	\$1.00	43%
Cement covers, 5x2'	\$14.95	\$20.00	31.7%
Cement covers, 2' round	\$8.05	\$10.00	24.3%
Doors			
Combo & Exterior	\$5.15	\$6.00	16.6%
Interior & Louvre	\$3.45	\$5.00	45%
Sliding glass set, 6'	\$13.20	\$20.00	51.5%
Sliding glass set, 8'	\$19.55	\$30.00	53.5%
Door frame, set	\$10.95	\$12.00	9.6%
Felt, roll	\$1.15	\$1.50	31%
Gravel, sand 50 lb bag	\$2.30	\$3.00	30.5%

Item	Old Rate	New Rate	% Increase
Insulation, bundle	\$2.00	\$2.50	25%
Ladder, step	\$1.45	\$2.00	38%
Ladder, 20' extension	\$2.60	\$5.00	92.5%
Leader or gutter	\$0.90	\$1.50 p/ft	67%
Nails, 50# box	\$1.25	\$2.00	60%
Poles, CCA	NA	\$1.00 p/ft	NA
Roofing, shingles per bundle	\$4.00	\$5.00	25%
Roofing, roll or split sheet	\$1.25	\$2.50	100%
Sheetrock:			
½" 4'x8' sheet	\$1.25	\$1.50	20%
½" 4'x12'	\$1.45	\$2.00	38%
Shingles, wood p/bundle	\$1.75	\$2.50	43%
Snow fence, 50' roll	\$3.15	\$3.50	11.2%
Snow fence posts, bdl. of 10	\$1.50 ea	\$1.75 ea	17%
Stockade Fence, 6' x 8' section	\$4.00	\$5.00	25%
Stockade Fence Post, each	\$0.70	\$1.00	44%
Tar Roofing 5gal. pail	\$1.25	\$2.00	60%
Tile, floor, box	\$1.75	\$2.00	14.5%
Tile, ceramic, box	\$1.75	\$2.00	14.5%
Wonderboard	\$3.45	\$4.00	16%

Bulk Shipments: Liquids, Gas, Etc.
(Price includes return of empties)

Item	Old Rate	New Rate	% Increase
Gas, 5 gal. container	\$1.75	\$2.00	14.5%
Gas cylinder, sm. (Co2, etc)	\$4.00	\$4.50	12.5%
Propane cylinder, 25 lb	\$1.45	\$2.50	73%
Freight Boat – minimum charge (unscheduled)	\$287.50	\$350.00	22%

Furniture

Item	Old Rate	New Rate	% Increase
Mattress or box springs			
Single	\$3.75	\$5.00	33.5%
Double	\$5.75	\$6.75	17.5%
Queen	\$7.50	\$10.00	33.5%
King	\$10.10	\$15.00	49%
Chair, folding	\$1.05	\$1.50	43%
Chair	\$1.75	\$2.00	14.5%
Chaise, aluminum	\$1.50	\$2.00	33.5%
Chaise, redwood	\$2.65	\$3.00	13.5%
Cabinets, kitchen, per foot:			
Lower Units	\$4.00	\$5.00	25%

Item	Old Rate	New Rate	% Increase
Hi-riser	\$13.25	\$15.00	25%
Hutch	\$10.10	\$12.00	19%
Lamp, floor style	\$2.60	\$3.00	15.5%
Love Seat	\$5.45	\$7.00	28.5%
Piano	\$30.00	\$50.00	66.8%
Recliner	\$5.75	\$6.00	4.5%
Rug or padding, roll	NA	\$1.00 p/ft	NA
Sofa	\$5.75	\$8.00	39.3%
Sofa, convertible	\$29.90	\$30.00	1%
Table, dining	\$4.90	\$5.00	2.2%
Table, end	\$1.75	\$2.50	43%
Table, picnic	\$5.75	\$6.75	17.5%
TV Set, cabinet	\$6.60	\$7.00	6.2%
TV Set, portable	\$4.90	\$5.00	2.2%
TV Flat Screen, 46" or larger	NA	\$10.00	NA

Garden Supplies & Tools

Item	Old Rate	New Rate	% Increase
Fertilizer:			
25 lb. bag	\$1.35	\$1.50	11.5%
40-50 lb. bag	\$2.30	\$2.75	19.5%
75-80 lb. bag	\$3.75	\$4.00	3.8%
100 lb. bag	\$4.60	\$5.00	8.8%
Flat of plants or flowers	\$0.85	\$1.00	18%
Hay, bale	\$2.00	\$2.50	25%
Peat moss, 2 c.f. bale	\$1.25	\$1.50	20%
Peat moss, 4 c.f. bale	\$1.75	\$2.00	14.5%
Peat moss, 6 c.f. bale	\$2.00	\$2.50	25%
Pine bark (chips), bag	\$1.75	\$2.00	14.5%
Plant, single small container	\$1.25	\$1.25	NA
Table Saw	\$10.10	\$10.50	4%
Tree, add \$2.00 p/ft over 3 ft.	NA	\$3.00 p/ft	NA

Groceries, Food, & Restaurant Supplies

Item	Old Rate	New Rate	% Increase
Beer, case of cans	\$0.85	\$1.00	18%
Beer, case of bottles	\$0.85	\$1.00	18%
Beer & Soda empties, p/case	\$0.85	\$1.00	18%
Beer, ¼ keg w/return	\$4.30	\$5.00	16.5%
Beer ½ keg w/return	\$5.75	\$6.00	4.5%
Bread or cake, box or bag	\$0.85	\$1.00	18%
Cigarettes, single case	\$1.85	\$2.00	8.5%
Cigarettes, double case	\$3.15	\$3.50	11.2%
Cones, carton	\$0.85	\$1.00	18%
Cookies, carton	\$1.85	\$2.00	8.5%

Dairy products, per piece, bulk	\$0.75	\$1.00	34%
Deli products, per piece, bulk	\$0.75	\$1.00	34%
Eggs, case	\$1.40	\$1.50	7.5%
Fish, crate or box	\$3.05	\$3.50	15%
Fish, carton, bag or bushel	\$1.40	\$1.75	25%
Frozen food, p/carton, bulk	\$0.50	\$1.00	100%
Ice Cream, lg. carton	\$4.60	\$5.00	8.9%
Ice Master Bag	NA	\$8.00	NA

Item	Old Rate	New Rate	% Increase
Liquor, case	\$2.30	\$2.50	9%
Meat, p/100 lb. bulk	\$4.15	\$4.50	8.5%
Meat, lg. carton, crate or box	\$1.50	\$2.00	33.5%
Meat, sm. carton	\$0.90	\$1.00	12%
Milk, case w/return	\$0.90	\$1.00	12%
Newspapers, magazines p/bundle	\$0.90	\$1.00	12%
Paper logs, kindling, p/bundle	\$0.90	\$1.00	12%
Soda, case of cans	\$0.80	\$1.00	25%
Soda, case of bottles	\$0.90	\$1.00	12%
Soda, empties per case (24)	\$0.40	\$0.75	64%
Soda Syrup, 4 gal. carton	\$1.40	\$1.40	NA
Soda syrup, cylinder	\$3.75	\$3.75	NA
Supplies, p/carton 25 lbs or less	\$0.85	\$1.00	18%
Supplies, 25 lbs & over p/lb	\$0.06	\$0.10	68%
Vegetables & produce carton/crate	\$0.90	\$1.00	12%
Water, 5gal. bottle w/return	\$3.55	\$4.00	12.9%

Hardware

Item	Old Rate	New Rate	% Increase
Hardware, package or carton	\$1.25	\$1.50	20%
Paint, case	\$1.75	\$4.00	129%
Paint, gallon can	\$1.75	\$1.75	NA
Paint, 5 gal. pail	\$1.75	\$2.00	14.5%

Windows

Item	Old Rate	New Rate	% Increase
Single Unit	\$3.45	\$4.00	16%
Mullion	\$5.15	\$5.50	6.9%

Triple or picture	\$10.10	\$12.00	19%
Bay or Bow	\$11.50	\$15.00	30.5%

Miscellaneous

Item	Old Rate	New Rate	% Increase
Air conditioner	\$2.90	\$4.00	38%
Battery, std. size	\$2.00	\$2.00	NA
Bicycle	\$3.45	\$5.00	45%
Cash Register	\$3.75	\$4.00	6.8%
Carts – Garden	\$4.75	\$5.00	5.4%
Carts – Shopping	\$1.50	\$1.75	17%
Carton, not exceeding 25 lbs.	\$0.85	\$1.00	18%
Carton, over 25 lbs. p/lb.	\$0.06	\$0.10	68%
Garbage can – empty	\$1.50	\$1.50	NA
Kayak	NA	\$20.00	NA
Motor, outboard 1hp. -10 hp.	\$2.65	\$5.00	89%
Paddle Board	NA	\$15.00	NA
Surfboard	\$3.45	\$5.00	45%
Windsurfer	\$16.75	\$20.00	19.5%
Windsurfer w/mast, boom, & sail	\$23.00	\$25.00	8.8%

Passenger Luggage

Item	Old Rate	New Rate	% Increase
Box, bag, suitcase (25 lbs. or less)	\$0.85	\$1.00	18%
Box, bag, suitcase 25 lbs. or more p/lb.	\$0.06	\$0.10	68%
Wagon	\$3.00	\$3.00	NA
Shopping Cart	\$1.50	\$1.75	17%
Garden Cart	\$4.50	\$5.00	11.2%
Hand Truck	\$3.00	\$5.00	66.8%

Plumbing Supplies

Item	Old Rate	New Rate	% Increase
Basin	\$1.75	\$2.00	14.5%
Closet set	\$4.90	\$5.00	2.2%
Pipe:			
Steel 6' length	\$1.75	\$2.50	43%
Steel 8' length	\$2.00	\$2.50	25%
Steel 10' length	\$2.60	\$2.75	6%
Copper 20' length	NA	\$1.50 p/ft	NA
Copper 10' length	NA	\$1.50 p/ft	NA
PVC 10' length	NA	\$1.00 p/ft	NA
PVC 20' length	NA	\$1.00 p/ft	NA
Shower, enclosure	\$4.90	\$5.00	2.2%
Shower, base	\$5.75	\$6.00	4.5%
Shower, stall, fiberglass	\$23.30	\$25.00	7.9%
Shower, tub size, fiberglass	\$43.70	\$45.00	3%

Sink	\$1.75	\$2.00	14.5%
Toilet	\$4.90	\$5.00	2.2%
Tub, fiberglass	\$8.35	\$10.00	20%
Water Heater, electric or gas			
Per gallon capacity	\$0.17	\$0.20	19%

Refuse

Shipping of Container only, does not include dumping fees

Item	Old Rate	New Rate	% Increase
30 yard container	\$417.20	\$425.00	1.9%
20 yard container	\$278.15	\$300.00	8%
10 yard container	\$208.60	\$225.00	8%

Vehicles

Item	Old Rate	New Rate	% Increase
Cushman type scooter	\$29.00	\$40.00	38%
Small trucks, passenger	\$70.70	\$100.00	42%
Truck ¾ ton max. capacity	\$79.35	\$125.00	58%

Vehicles not in operating condition add 50%

Lumber price p/linear ft – New Rates 27% Higher

	CCA	FIR	CEDAR	PINE
1 x 2	\$0.0229	\$0.0212	\$0.0128	\$0.0212
1 x 4	\$0.0459	\$0.0406	\$0.0258	\$0.0406
1 x 6	\$0.0691	\$0.0640	\$0.0386	\$0.0640
5/4 x 4	\$0.0598	\$0.0555	\$0.0334	\$0.0555
5/4 x 6	\$0.0864	\$0.0802	\$0.0483	\$0.0802
5/4 x 8	\$0.1152	\$0.1069	\$0.0645	\$0.1069
2 x 4	\$0.0921	\$0.0854	\$0.0512	\$0.0854
2 x 6	\$0.1384	\$0.1282	\$0.0774	\$0.1282
2 x 8	\$0.1843	\$0.1708	\$0.1033	\$0.1708
2 x 10	\$0.2305	\$0.2137	\$0.1287	\$0.2137
2 x 12	\$0.2713	\$0.2565	\$0.1548	\$0.2565
3 x 6	\$0.2305	\$0.2137	\$0.1287	\$0.2137
3 x 8	\$0.2767	\$0.2565	\$0.1548	\$0.2565
4 x 4	\$0.1838	\$0.1706	\$0.1028	-----
6 x 6	\$0.4152	\$0.3652	-----	-----
8 x 8	\$0.7380	\$0.6838	-----	-----

Lumber – Miscellaneous

Plywood Price per Sheet

Item	Old Rate	New Rate	% Increase
¼	\$0.60	\$1.00	68%
3/8	\$0.90	\$1.25	39%
1/2	\$1.25	\$1.50	20%
5/8	\$1.45	\$1.75	21%
¾	\$1.90	\$2.00	5.5%

1314
Intro. Res. No. -2014
Introduced by Legislator Schneiderman

Laid on Table 3/18/14

**RESOLUTION NO. - 2014, ADOPTING LOCAL LAW NO.
-2014, A LOCAL LAW TO REQUIRE CONSUMER
NOTIFICATION FOR DISPARATE GASOLINE PRICING**

WHEREAS, there was duly presented and introduced to this County Legislature at a meeting held on , 2014, a proposed local law entitled, "**A LOCAL LAW TO REQUIRE CONSUMER NOTIFICATION FOR DISPARATE GASOLINE PRICING**" now, therefore, be it

RESOLVED, that said local law be enacted in form as follows:

LOCAL LAW NO. -2014, SUFFOLK COUNTY, NEW YORK

**A LOCAL LAW TO REQUIRE CONSUMER NOTIFICATION FOR
DISPARATE GASOLINE PRICING**

**BE IT ENACTED BY THE COUNTY LEGISLATURE OF THE COUNTY OF
SUFFOLK**, as follows:

Section 1. Legislative Intent.

This Legislature hereby finds and determines that New York State General Business Law § 518 prohibits retailers from imposing a surcharge on purchases made using a credit card, but does not prohibit a discounted rate for cash purchases.

This Legislature further finds that discrepancies between cash and credit card transactions arise most often with purchases of gasoline. Many retailers charge credit customers slightly higher prices to reflect the costs they incur on credit transactions.

This Legislature finds that most gasoline retailers limit "cash discounts" to ten cents per gallon or less. However, there is a persistent practice among a minority of gasoline retailers to charge credit customers up to \$1 more for each gallon of gasoline purchased.

This Legislature determines that unsuspecting customers can end up paying up to \$15 or \$20 more than anticipated when they fill up their vehicles with gasoline at stations that impose a large surcharge on credit transactions.

This Legislature concludes that consumers utilizing debit or credit cards should, at the very least, receive proper notification from retailers of the price difference between cash and credit purchases before they consent to the transaction.

Therefore, the purpose of this law is to require gasoline retailers to properly notify consumers of any price differential between cash and credit transactions.

Section 2. Definitions.

"Gasoline" shall mean - any fuel sold in Suffolk County for use in motor vehicles and motor vehicle engines and commonly or commercially known or sold as "gasoline."

"Operator" shall mean - the person in charge of a business which markets gasoline, kerosene or diesel motor fuel to the general public for ultimate consumption. This term shall specifically include, but not be limited to, the owner, lessee, manager, assistant manager or any other person in charge of the operations or activities of any such business.

Section 3. Requirement.

All operators charging consumers a different price for gasoline based on the use of cash versus credit and/or debit cards, shall notify credit/debit card customers of the price differential per gallon of gasoline and obtain the consumers consent to the transaction prior to fueling. Such operators shall provide consumer notification and obtain consent by including on the menu of their automated gasoline pumps, a prompt that shall read as follows:

"YOU WILL PAY _____ MORE PER GALLON FOR THIS CREDIT/DEBIT CARD PURCHASE THAN IF YOU PAID CASH. PRESS YES TO PROCEED WITH THIS TRANSACTION OR NO TO CANCEL."

Section 4. Enforcement.

This law will be enforced by the Department of Labor, Licensing and Consumer Affairs. The Commissioner of the Department of Labor, Licensing and Consumer Affairs is hereby authorized and empowered to promulgate rules and regulations necessary to implement this law.

Section 5. Penalties for Violations.

Any operator who violates this law shall be subject to a penalty of up to \$1,000 per violation. No penalties shall be imposed by the Department of Labor, Licensing and Consumer Affairs until a hearing is held by the Commissioner or his or her designee and the operator charged with the violation is given an opportunity to be heard.

Section 6. Applicability.

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

Section 7. Severability.

If any clause, sentence, paragraph, subdivision, section, or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section, or part of this law, or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

Section 8. SEQRA Determination.

This Legislature, being the State Environmental Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20), (21), and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

Section 9. Effective Date.

This law shall take effect 180 days after its filing in the Office of the Secretary of State.

[] Brackets denote deletion of existing language
___ Underlining denotes addition of new language

DATED:

APPROVED BY:

County Executive of Suffolk County

Date:

s:\laws\l-gasoline notification requirement

OFFICE OF THE COUNTY LEGISLATURE

COUNTY OF SUFFOLK

GEORGE NOLAN
COUNSEL TO THE LEGISLATURE
email: george.nolan@suffolkcountyny.gov



WILLIAM H. ROGERS BUILDING
P.O. BOX 6100
HAUPPAUGE, NY 11788-0099
(631) 853-5494 (PHONE)
(631) 853-4415 (FAX)

DATE: MARCH 18, 2014
TO: CLERK OF THE COUNTY LEGISLATURE
RE: MEMORANDUM OF COUNSEL TO THE LEGISLATURE PURSUANT TO RULE 28

PROPOSED LOCAL LAW YEAR 2014

TITLE: I.R. NO. -2014; LOCAL LAW TO REQUIRE CONSUMER NOTIFICATION FOR DISPARATE GASOLINE PRICING

SPONSOR: LEGISLATOR SCHNEIDERMAN

DATE OF RECEIPT BY COUNSEL: 3/17/14 PUBLIC HEARING: 4/29/14
DATE ADOPTED/NOT ADOPTED: _____ CERTIFIED COPY RECEIVED: _____

This local law would require gasoline retailers to notify consumers that they are charging more for gasoline based on the use of a credit or debit card and to obtain the consumers' consent for such a transaction before fueling. Specifically, gasoline retailers will be required to include on the menu of their automatic gasoline pumps a prompt reading as follows:

"YOU WILL PAY _____ MORE PER GALLON FOR THIS CREDIT/DEBIT CARD PURCHASE THAN IF YOU PAID CASH. PRESS YES TO PROCEED WITH THIS TRANSACTION OR NO TO CANCEL."

This law will be enforced by the Department of Labor, Licensing and Consumer Affairs. The Department is authorized to promulgate rules and regulations necessary to implement this law.

Violations of this law will be subject to a penalty of up to \$1,000. No penalties will be assessed until a hearing is held by the Commissioner of the Department of Labor, Licensing and Consumer Affairs or his/her designee and the retailer charged with the violation is given an opportunity to be heard.

This law will take effect 180 days upon its filing in the Office of the Secretary of State.

A handwritten signature in black ink that reads "George Nolan".

GEORGE NOLAN
Counsel to the Legislature

GN:tm

s:\rule28\28-gasoline requirement

Intro. Reso. No. **1316-14**
Introduced by Presiding Officer on request of the County Executive

Laid on Table **3/18/14**

**RESOLUTION NO. -2014, ACCEPTING & APPROPRIATING
A GRANT IN THE AMOUNT OF \$861,000 IN FEDERAL PASS-
THROUGH AND NEW YORK STATE FUNDING FROM THE
NEW YORK STATE DEPARTMENT OF TRANSPORTATION
FOR THE LONG ISLAND EXPRESSWAY HIGH OCCUPANCY
VEHICLE LANE ENFORCEMENT PROGRAM IN SUFFOLK
COUNTY WITH 100% SUPPORT**

WHEREAS, the New York State Department of Transportation (DOT) has made \$861,000 available to Suffolk County for the continued Suffolk County enforcement efforts targeting the High Occupancy Vehicle (HOV) lane regulations on the Long Island Expressway in Suffolk County; and

WHEREAS, the operational period of the Program will be from January 2, 2014, through January 2, 2015; and

WHEREAS, \$62,000 for this program has been included in the Suffolk County 2014 Operating Budget; and

WHEREAS, remaining funds have not been included in the Suffolk County Operating Budget for 2014; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

REVENUES:

	<u>Amount</u>
115-4364-Federal Aid: LIE/HOV Enforcement Program 2014	\$688,800
115-3362-State Aid: LIE/HOV Enforcement Program 2014	\$172,200

ORGANIZATIONS:

Police Department (POL)
LIE/HOV Enforcement Program 2014
115-POL-3651

<u>1000-Personal Services</u>	<u>\$611,090</u>
1120-Overtime Salaries	611,090

<u>4300-Travel</u>	<u>\$11,000</u>
4310-Employee Miscellaneous Expense	6,000
4330-Travel, Employee Contracts	5,000

Employee Benefits (EMP)
Retirement
115-EMP-9010

<u>8000-Employee Benefits</u>	<u>\$168,050</u>
8280-State Retirement	168,050

Employee Benefits (EMP)
Social Security
115-EMP-9030

<u>8000-Employee Benefits</u>	<u>\$8,860</u>
8330-Social Security	8,860

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Department of Transportation.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title Of Bill: Accepting & appropriating a grant in the amount of \$861,000 in Federal pass-through and New York State funding from the New York State Department of Transportation for the Long Island Expressway High Occupancy Vehicle Lane enforcement program in Suffolk County with 100% support

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of \$861,000 to enhance Suffolk County's enforcement efforts targeting the HOV lane regulations on the Long Island Expressway in Suffolk County.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of \$861,000 from the New York State Department of Transportation which will be used to support enforcement activities targeting HOV lane regulations on the Long Island Expressway in Suffolk County.

JUSTIFICATION: The Long Island Expressway (LIE) runs through Suffolk County for the entire length of the Police District and encompasses the High Occupancy Vehicle (HOV) Lane until Exit 64 when the HOV lane terminates. HOV lanes generally increase the person-carrying capacity of highway corridors, induce modal shift, improve efficiency and economy of public transit operations, reduce total travel time and fuel consumption and reduce urban and suburban congestions. Enforcement has been a key element in the successful operation of HOV lanes.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 3/17/2014
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION

1. Grant Title **LIE/HOV Enforcement Program 2014**

2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program): **Moving Ahead for Progress in the 21st Century (P.L. 112-141), Title I- Motor Vehicle and Highway Safety Improvement Act of 2012, Section 31105 , 23 U.S.C 402 and 2014 State Budget, administered by the NYS Dept. of Transportation**

3. Grant/Contract Status (Check One Box)
 A. New Program Application
 B. Renewal Application
 C. Supplemental (Specify) Supplemental Agreement No. 4 to Contract No. C032055
 D. Extension of Funding Period
 E. Contract

4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.)
 To accept and appropriate grant funds in the amount of \$861,000 for the provision of dedicated law enforcement efforts targeted to HOV infractions.

5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) **Suffolk County Police Department, Suffolk County Sheriff's Office**

II. BUDGET INFORMATION

1. Term of Contract From **1/02/2014** To: **1/2/2015**

2. Financial Assistance Requested

SOURCE	THIRTEENTH FUNDING CYCLE 1/3/12-1/2/13 Sheriff's Office		FOURTEENTH FUNDING CYCLE 1/3/13-1/2/14 SCPD		FIFTEENTH FUNDING CYCLE 1/2/14-1/2/15 SCPD	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$729,600	80%	\$669,000	80%	\$688,800	80%
State	\$182,400	20%	\$167,000	20%	\$172,200	20%
Private	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$912,000	100%	\$836,000	100%	\$861,000	100%

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert Oswald, Inspector
Office of Chief of Support Services
Suffolk County Police Department

DATE: March 17, 2014

SUBJECT: Resolution Packet for the LIE / HOV 2014 Enforcement Program Grant Program

N. D. L. Oswald for

Attached please find the following for the New York State Division of Homeland Security and Emergency Services sponsored **LIE/HOV 2014 Enforcement Program** grant program:

1. Draft Resolution
2. Memorandum of Support
3. Grant SCIN Forms
4. Request for Introduction of Legislation
5. Financial Impact Statement
6. Copy of the proposed contract between Suffolk County and the New York State Department of Transportation

If possible, we would like to have this resolution laid on the table at the March 18, 2014 meeting. Thank you very much for your consideration of this request.

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW. The original grant contract will be submitted to your office upon approval of the resolution.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan Krause, Grants Analyst, at 852-6601.

Thank you for your assistance with this project.

RO / sck

Att. Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner



ACCREDITED LAW ENFORCEMENT AGENCY
Visit Us Online at www.suffolkpd.org
Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS
Non-Emergencies Requiring Police Response, Dial (631) 852-COPS
30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2014		Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	611,090 611,090			
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2090 Radio and Communication 2500 Other Equip Not Otherwise				
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment				
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services				
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts	11,000 6,000 5,000			

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS	
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings					
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services					
4900 CONTRACTED SERVICES (LIST)					
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	176,910 168,050 8,860				
OTHER (List Source & Brief Explanation) Vehicle Use Reimbursement	62,000 62,000				

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	COUNTY IN-KIND
SCPD					
Police Officer	6	91.34/HR OT	Various	100	
Administrator I	21 / 12	61.41/HR OT	Various	100	
Principal Clerk	14 / 12	44.46/ HR OT	Various	100	
Lieutenant		119.94/HR OT	Various	100	
Sergeant		107.75/HR OT	Various	100	
SHERIFF					
Adimistrator I	21/9	56.04/HR OT	Various	100	
Senior Account Clerk Typist	14/12	44.46/HR OT	Various	100	
Senior Clerk Typist	12/10	38.25/HR OT	Various	100	
Principal Account Clerk	17/12	51.14/HR OT	Various	100	
Senior Account Clerk	14/9	40.52/HR OT	Various	100	
Sheriff's Deputy I		61.22/HR OT	Various	100	
Shreffiff's Deputy II		73.80/ HR OT	Various	100	

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location)

Department Contact Person
(Name & Phone No.)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New ___ Rev. ___)

Explanation of Proposed Resolution

Accepting & appropriating a grant award in the amount of \$861,000 in Federal pass through and State funding from the New York State Department of Transportation, with 100% Support.

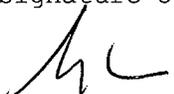
Summary of Resolution Benefits

Accepting \$861,000 in grant funds from the New York State Department of Transportation will reimburse Suffolk County for its provision of enhanced traffic enforcement targeted to HOV infractions with 100% support.

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation
Resolution X Local Law Charter Law
-
2. Title of Proposed Resolution

Accepting & appropriating a grant in the amount of \$861,000 in Federal pass-through and New York State funding from the New York State Department of Transportation for the Long Island Expressway High Occupancy Vehicle Lane enforcement program in Suffolk County with 100% support
-
3. Purpose of Proposed Legislation
To accept \$861,000 from the New York State Department of Transportation for the provision of enhanced enforcement patrols by Suffolk County targeted to HOV infractions.
-
4. Will the Proposed Legislation have a fiscal impact? Yes No X
-
5. If the answer to Item 4 is "Yes," on what will it impact?
(Circle appropriate category)
- | | | |
|------------------|-----------------|------------------|
| County | Town | Economic Impact |
| Village | School District | Other (specify): |
| Library District | Fire District: | |
-
6. If answer to Item 5 is "Yes," provide detailed explanation of impact:
-
7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

No costs are anticipated other than minor increases in routine administrative costs, associated with an increase in the number of summonses written.
-
8. Proposed Source of Funding
New York State Department of Transportation
-
9. Timing of Impact
Immediate
-
10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date
Susan C. Krause  3/17/14
Grants Analyst



MEMORANDUM
Department of Transportation

TO: M. Tamarkin, Office of Contract Management, Suite 1CM

FROM: Emilio Sosa, Acting Regional Traffic Engineer, Region 10

SUBJECT: **STANDARD FED-AID/MARCHISELLI-AID PROJECT AGREEMENT AND RESOLUTION SUBMITTAL, PIN 0229.39.321**

DATE: 3/13/2014

This agreement is: an original
 Supplemental No. 4 to Contract C032055

Locally Administered State Administered

This agreement has been prepared by, or reviewed and approved by E. Sosa, Region 10 Local Agreements Q/C Coordinator and, if applicable, _____ of the Office of Legal Affairs. This agreement implements the Region's local program and I recommend Departmental signature.

We have obtained the Federal Authorization necessary to process this agreement. The following information is provided to assist your unit and other Main Office Units.

Payee Name: Suffolk County

Payee ID #: 470100000

Payee Address: 330 Center Drive, Riverhead NY11901

Project Description: I495 HOV Dedicated Police Enforcement-Suffolk County

Additional Regional Comments: _____

Total Contract Amount to Date (Fed. Aid and/or SDF only): \$4,904,539.00

Adjustment to Contract Amount (Fed. Aid and/or SDF only): \$861,000

Amount Needed to be Encumbered (Fed. Aid and/or SDF only): \$861,000

Procurement Record ID# (for original agreements or first addition of Marchiselli funding only) (Choose One)

Fund Source: On System Off System

Variable: A-Pavement D-Capacity
(Check the one B-Bridge G-Appurtenances
consistent with PSS) C-Safety C-Safe Routes to School
 Other (to be determined by Main Office Budget Bureau)

The Contract Period is from 12/19/2008 through 1/3/2015. This is an extension.

Please contact H. German, at (631) 904-3003, in the Regional Office with any questions.

Attachments:

1. Agreement (3 copies)
2. Extra Signature Pages (3 copies)
3. Resolution (3 copies)
4. Federal Authorization (3 copies)
5. Attachment A
6. Schedule B

cc: File

Sponsor: **Suffolk County**
PIN: **0229.39** BIN: **NA**
Comptroller's Contract No. **C032055**
Supplemental Agreement No. **4**
Date Prepared: **11/22/13** By: (**HG**)
Initials

Press F1 for instructions in the blank fields:

SUPPLEMENTAL AGREEMENT No. 4 to C032055 (Comptroller's Contract No.)

This Supplemental Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

Suffolk County (the Sponsor)

Acting by and through the **Suffolk County Police & Suffolk County Sheriff's** with its office at **30 Yaphank Avenue, NY11980 And, 100 Center Drive, Riverhead NY 11901.**

This amends the existing Agreement between the parties in the following respects only (check applicable categories):

Amends a previously adopted Schedule A by (check as applicable):

- amending a project description
- amending the contract end date
- amending the scheduled funding by:
 - adding additional funding (check and enter the # phase(s) as applicable):
 - adding phase _____ which covers eligible costs incurred on/after / /
 - adding phase _____ which covers eligible costs incurred on/after / /
 - increasing funding for a project phase(s)
 - adding a pin extension
 - change from Non-Marchiselli to Marchiselli
 - deleting/reducing funding for a project phase(s)
 - other (_____)

Amends a previously adopted Schedule "B" (Phases, Sub-phase/Tasks, and Allocation of Responsibility)

Amends a previously adopted Agreement by adding Appendix 2-S – Iran Divestment Act:

Amends the text of the Agreement as follows (insert text below):

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials as of the date first above written.

SUFFOLK COUNTY EXECUTIVE:

Approved as to Legality
SUFFOLK COUNTY ATTORNEY:

By:

By:

Print Name:

Print Name:

Date: _____

Date: _____

SUFFOLK COUNTY SHERIFF:

SUFFOLK COUNTY POLICE
COMMISSIONER:

By:

By:

Print Name:

Print Name:

Date: _____

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF SUFFOLK)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

APPROVED FOR NYSDOT:

BY: _____
For Commissioner of Transportation

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

Date: _____

**APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL**

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law (Section 112)

NYS DOT/Local Agreement - Schedule A for PIN 0229.39

OSC Municipal Contract #: C032055	Contract Start Date: <u>12/19/2008</u> <small>(mm/dd/yyyy)</small> Contract End Date: <u>1/2/2015</u> <small>(mm/dd/yyyy)</small> <input type="checkbox"/> Check, if date changed from the last Schedule A
--	---

Purpose: Original Standard Agreement Supplemental Schedule A No. 4

Agreement Type: Locally Administered Municipality/Sponsor (Contract Payee): Suffolk County
 State Administered Other Municipality/Sponsor (if applicable):

State Administered *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*

<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share
<input type="checkbox"/> Municipality:	% of Cost share

Authorized Project Phase(s) to which this Schedule applies: PE/Design ROW Incidentals
 ROW Acquisition Construction/CI/CS

Work Type: HWY SAFETY **County (If different from Municipality):** Suffolk County

Project Description (Check, if changed from last Schedule A): I495 HOV Lanes Enforcement
Additional Project Description (if required): By Suffolk County's Police and Sherriffs
Marchiselli Eligible Yes No

Approved Marchiselli Allocations in Legislature's Comprehensive List FOR ALL PHASES *To compute Total Costs in the last row and column, right click in each field and select "Update Field."*

<i>Check box to indicate change from last Schedule A</i>	State Fiscal Year(s)	Project Phase			TOTAL
		PE/Design	ROW (RI & RA)	Construction/CI/CS	
<input type="checkbox"/>	Cumulative total for all prior SFYs	\$	\$	\$	\$ 0.00
<input type="checkbox"/>	Current SFY	\$	\$	\$	\$ 0.00
Authorized Allocations to Date		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

A. Summary of allocated MARCHISELLI Program Costs FOR ALL PHASES *For each PIN Fiscal Share below, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in the last row, right click in each field and select "Update Field."*

PIN Fiscal Share	"Current" or "Old" entry indicator	Federal Funding Program	Total Costs	FEDERAL Participating Share and Percentage	STATE MARCHISELLI Match	LOCAL Matching Share	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
	Current		\$	\$	\$	\$	\$
	Old		\$	\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00

NYS DOT/Local Agreement – Schedule A

B. Summary of Other (including Non-allocated MARCHISELLI) Participating Costs FOR ALL PHASES For each PIN Fiscal Share, show current costs on the rows indicated as "Current." Show the old costs from the previous Schedule A on the row indicated as "Old." To compute Total Current Costs in last row, right click in each field and select "Update Field."

Other PIN Fiscal Shares	'Current' or 'Old' entry indicator	Funding Source	TOTAL	Other FEDERAL	Other STATE	Other LOCAL
0228.71.32D	Current	STP	\$1,507,539.00	\$1,206,031.20	\$301,507.80	\$00
	Old	STP	\$1,507,539.00	\$1,206,031.20	\$301,507.80	\$
0228.71.32E	Current	NHS	\$788,000.00	\$630,400.00	\$157,600.00	\$
	Old	NHS	\$788,000.00	\$630,400.00	\$157,600.00	\$
0229.39.321	Current	NHS	\$912,000.00	\$729,600.00	\$182,400.00	\$
	Old	NHS	\$912,000.00	\$729,600.00	\$182,400.00	\$
0229.39.321	Current	NHS	\$836,000.00	\$668,800.00	\$167,200.00	\$
	Old	NHS	\$836,000.00	\$668,800.00	\$167,200.00	\$
0229.39.	Current	NHS	\$861,000.00	\$688,800.00	\$172,200.00	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
	Current		\$	\$	\$	\$
	Old		\$	\$	\$	\$
TOTAL CURRENT COSTS:			\$4,904,539.00	\$3,923,631.20	\$980,907.80	\$ 0.00

C. Total Local Deposit(s) Required for State Administered Projects: \$0.00

D. Total Project Costs To compute Total Costs in the last column, right click in the field and select "Update Field."

Total FEDERAL Cost	Total STATE MARCHISELLI Cost	Total Other STATE Cost	Total LOCAL Cost	Total Costs (all sources)
\$3,923,631.20	\$	\$980,907.80	\$	\$4,904,539.00

E. Point of Contact for Questions Regarding this Schedule A (Must be completed) Name: H. German
Phone No: 631-904-3003

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

APPENDIX 2-S IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list hereafter and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list thereafter.

**SCHEDULE B - WORK PROGRAM AND BUDGET
SUFFOLK COUNTY HOV ENFORCEMENT**

Contract Term: January 3, 2014- January 2, 2015 PROGRAM TASKS	METHOD & BASIS FOR COMPENSATION	UPSET AMOUNT (incl. COLA)
<p>Task 1: Project Management</p> <p>Schedule and implement the Dedicated Enforcement Program. Provide monthly enforcement schedules to the Department.</p>	<p>Cost reimbursement based on hourly cost for staff at the following hourly rates, subject to an additional fringe rate:</p> <p>Police Personnel:</p> <p>Principal Clerk-overtime rate \$44.46 per hour + fringe (29.65%)</p> <p>Administrator I – overtime rate \$61.40 per hour + fringe (29.65%)</p> <p>Lieutenant – overtime rate \$119.94 per hour + fringe (29.85%)</p> <p>Police Officer – overtime rate \$91.34 per hour + fringe (29.85%)</p> <p>Sheriff’s Office Personnel:</p> <p>Administrator I (Sheriff’s Office) – overtime rate \$56.04 per hour + fringe (29.65%)</p> <p>Senior Account Clerk Typist (Sheriff’s Office) – overtime rate \$44.46 per hour + fringe (29.65%)</p> <p>Senior Clerk Typist (Sheriff’s Office) – overtime rate \$38.25 per hour + fringe (29.65%)</p> <p>Principal Account Clerk (Sheriff’s Office) – overtime rate \$51.14 per hour + fringe (29.65%)</p> <p>Senior Account Clerk (Sheriff’s Office) – overtime rate \$40.52 per hour + fringe (29.65%)</p> <p>Sheriff’s Deputy II– overtime rate \$67.05 per hour + fringe (29.65%)</p>	<p>\$28,200</p>
<p>Task 2: Enforcement</p> <p>Provide for orderly and safe operation of the LIE HOV lanes between Nassau/Suffolk Line and Exit 64 dissuading motorists from disobeying</p>	<p>Cost reimbursement based on cost per four (4) hour tour of duty as follows, subject to an additional fringe rate of 29.85% for Police Personnel and 29.65% for Deputy Sheriffs; and a meal of \$12.00 where warranted:</p>	<p>\$752,000</p>

<p>HOV rules of operation. Provide other special HOV enforcement needs as determined by the Department including HOV-lane closure for sweeping and extra HOV enforcement for low compliance areas.</p>	<p>Police Personnel:</p> <p>Police Officer – \$456.68 + \$136.32 + \$12.00 meal = \$605.00</p> <p>Sergeant – \$538.73+ \$160.81 + \$12.00 meal = \$711.53</p> <p>Lieutenant – \$599.70 + \$179.01 fringe + \$12.00 meal = \$790.71</p> <p>Sheriff's Office Personnel:</p> <p>Sheriff's Deputy I – \$306.08 + \$90.75 + \$12 meal = \$408.83</p> <p>Sheriff's Deputy II – \$369.00 + \$109.41 + \$12 meal= \$490.41</p>	
<p>Task 3: Equipment Use</p> <p>Provide reimbursement of operating costs for vehicle usage for HOV enforcement.</p>	<p>Cost reimbursement based on \$10.65 per hour of usage.</p>	<p>\$62,000</p>
<p>Task 4: Evaluation</p> <p>In consultation with the Department, monitor, review, and evaluate the Enforcement Program. Provide monthly reports to the Department summarizing the previous month's enforcement activities, including the actual number of tours, related costs, and the number and reason for stops.</p>	<p>Cost reimbursement based on hourly cost for staff at the following hourly rates, subject to an additional fringe rate of 29.85% for Police Personnel and 29.65% for Deputy Sheriffs:</p> <p>Police Personnel:</p> <p>Lieutenant – overtime rate \$119.94 + \$35.80 fringe = \$155.74 p/hr.</p> <p>Sheriff's Office Personnel:</p> <p>Sheriff's Deputy II-overtime rate \$73.80 + \$21.88= \$95.68 p/hr.</p> <p>Sheriff's Deputy I-overtime rate \$61.22+\$18.15= \$79.37 p/hr.</p>	<p>\$13,800</p>
<p>Task 5: Training</p> <p>To allow Sheriff's Deputies unfamiliar with the program to be trained in HOV Lane enforcement operations by experienced Suffolk Police Department or other trained staff.</p>	<p>Cost reimbursement based on hourly cost for staff at the following hourly rates, subject to an additional fringe rate of 29.85% for Police Personnel and 29.65 % for Deputy Sheriffs:</p> <p>Police Personnel:</p> <p>Sergeant – overtime rate \$107.75 +\$32.16 fringe + \$3</p>	<p>\$5,000</p>

	<p>meal= \$142.91 p/hr.</p> <p>Sheriff's Office Personnel:</p> <p>Sheriff's Deputy I – overtime rate \$61.22 + \$18.15 fringe + \$3 meal= \$82.37 p/hr.</p> <p>Sheriff's Deputy II – overtime rate \$73.80 + \$21.88 fringe + \$3 meal = \$98.68 p/hr.</p> <p>The per hour meal is included only if 4 hour tour is utilized.</p> <p>Titles not listed are not eligible for reimbursement under this task.</p>	
	<p>Maximum Amount Payable</p> <p>TOTAL</p>	<p>\$</p> <p>861,000</p>

Intro. Reso. No. **1317-14**
Introduced by Presiding Officer on request of County Executive

Laid on Table **3/18/14**

RESOLUTION NO. -2014, ACCEPTING GRANT FUNDS FROM THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION FOR PROVISION OF DEDICATED TRAFFIC ENFORCEMENT IN THE VICINITY OF CERTAIN HIGHWAY CONSTRUCTION PROJECTS WITH 100% SUPPORT

WHEREAS, the New York State Department of Transportation has awarded \$1,500,000 in grant funding to Suffolk County for the provision of dedicated traffic enforcement efforts in the vicinity of certain highway construction projects in Suffolk County; and

WHEREAS, funds totaling \$120,292 for the program are already included in the 2014 Suffolk County Operating Budget, and

WHEREAS, the remaining award balance of \$1,379,708 has not been included in the 2014 Suffolk County Operating Budget; now, therefore, be it

1st RESOLVED, that the County Comptroller and County Treasurer be and they hereby are authorized to accept and appropriate said grant funds as follows:

<u>REVENUES:</u>	<u>AMOUNT</u>
115-3370-State Aid: DOT – Dedicated Traffic Enforcement 2013-2015	\$1,500,000

ORGANIZATIONS:

Police Department (POL)
DOT – Dedicated Traffic Enforcement 2013-2015
115-POL- 3206

<u>1000-Personal Services</u>	<u>\$1,052,895</u>
1120-Overtime Salaries	1,052,895

<u>4300-Travel</u>	<u>\$22,000</u>
4310-Employee Miscellaneous Expenses	12,000
4330-Travel, Employee Contracts	10,000

Employee Benefits
Retirement
115-EMP-9010

<u>8000-Employee Benefits</u>	<u>\$289,546</u>
8280-Employee Retirement System	289,546

Employee Benefits
Social Security
115-EMP-9030

<u>8000-Employee Benefits</u>	<u>\$15,267</u>
8330-Social Security	15,267

and be it further

2nd RESOLVED, that the County Executive be and hereby is authorized to execute the grant agreement between Suffolk County and the New York State Department of Transportation.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

**2014 INTERGOVERNMENTAL RELATIONS
MEMORANDUM OF SUPPORT**

Title Of Bill: Accepting & appropriating a grant in the amount of \$1,500,000 from the New York State Department of Transportation for provision of dedicated traffic enforcement in the vicinity of certain highway construction projects with 100% support.

PURPOSE OR GENERAL IDEA OF BILL: To accept a grant award of \$1,500,000 to enhance Suffolk County's enforcement efforts and traffic control in the vicinity of certain highway construction projects with 100% support.

SUMMARY OF SPECIFIC PROVISIONS: This legislation will allow the County to accept funding in the amount of \$1,500,000 from the New York State Department of Transportation which will be used to support enforcement in the areas of certain highway construction projects with 100% support.

JUSTIFICATION: The New York State Department of Transportation frequently engages in construction projects in Suffolk County which can affect traffic patterns and can create traffic barriers and hazardous traffic situations. In order to protect both the construction workers and the citizens of Suffolk County using the highways and roads it is important to have law enforcement presence at the construction sites to maintain order and enforce traffic rules. This funding will provide the SCPD with the resources to fully enforce traffic regulations in these construction areas and afford protection to the citizens of Suffolk County.

COORDINATION OF GRANT APPLICATION OR CONTRACT County of Suffolk		DATE 3/17/2014
Submitting Department/Agency Suffolk County Police Department	Location 30 Yaphank Avenue, Yaphank	
Contact Person In Department/Agency Sarah Furey Sr. Grants Analyst	Telephone Number 852-6042	Grant Application Due Date N/A

Instructions: Applicant will complete all items on this form. If an item is not applicable, enter "NA". If additional space is needed, insert an asterisk (*) in the item box and attach additional information on an 8 1/2" X 11" sheet cross referenced to the item.

I. BACKGROUND INFORMATION	
1. Grant Title DOT Dedicated Traffic Enforcement 2013-2015	
2. Statutory Legislation (Public Law No. & Title & Department Administering Grant Program): New York State Budget, NYS Dept. of Transportation	
3. Grant/Contract Status (Check One Box) A. <input type="checkbox"/> New Program Application B. <input type="checkbox"/> Renewal Application C. <input checked="" type="checkbox"/> Supplemental (Specify) <u>Supplemental #2 for Contract Number D033338</u> D. <input type="checkbox"/> Extension of Funding Period E. <input type="checkbox"/> Contract	
4. General Purpose of Grant/Contract (Describe briefly. If it is a refunding, please attach a recent progress report, including summary of goal attainment.) To accept and appropriate additional grant funds in the amount of \$1,500,000 for the provision of dedicated law enforcement efforts in the vicinity of certain highway construction projects in Suffolk County with 100% support.	
5. County Departments/Agencies Affected (Include any with similar operational programs, regardless of their eligibility for this program.) Suffolk County Police Department, Suffolk County Sheriff's Office	

II. BUDGET INFORMATION	
1. Term of Contract	From 1/01/2013 To: 12/31/2015

2. Financial Assistance Requested						
<i>SOURCE</i>	<i>SECOND FUNDING CYCLE (Supplemental to First Funding Cycle)</i>		<i>THIRD FUNDING CYCLE (Supplemental to First Funding Cycle)</i>		<i>FOURTH FUNDING CYCLE (Supplemental #2 for Contract D033338)</i>	
	Amount	Percent	Amount	Percent	Amount	Percent
Federal	\$	%	\$	%	\$	%
State	\$1,271,000	100%	\$2,964,523	100%	\$1,500,000	100%
Private	\$	%	\$	%	\$	%
County	\$	%	\$	%	\$	%
Total	\$1,271,000	100%	\$2,964,523	100%	\$1,500,000	100%

3. Explanation of Requested County Financial Assistance			
<i>Category</i>	<i>Total Requested</i>	<i>Personnel Costs Requested</i>	<i>Non-Personnel Costs Requested</i>
TOTAL COUNTY SHARE:	\$ 0	\$0	\$0
A. Cash Contribution	\$	\$	\$
B. In-Kind Contribution	\$	\$	\$
4. Total Number of New Positions Requested 0	5. Can This Program Be Refunded by the Proposed Non-County Sources?		
	X YES NO		
6. Estimated Expected Additional Indirect Costs (Costs to County not delineated in Budget Request, for example, added overhead, capital expenditures required as a result of project activity, associated administrative costs, etc.)			
Some additional indirect costs resulting from administrative oversight may be incurred.			
7. What Do You Anticipate Happening When the Federal, State and/or Private Financial Assistance is Discontinued (That is, program termination, reduced services, financial implications, layoffs, etc.)?			
In the event that another source of outside funding is not found, continuance of this program will be re-evaluated based on community need and available resources of the Department.			
8. Attach a List of Potential Subcontractors, If any, outlining the purpose of each subcontract (That is, 456 and 490 account items; use an additional 8 ½" X 11" sheet).			
III. COUNTY EXECUTIVE'S OFFICE REVIEW			
1. Intergovernmental Relations Division Review:	Approved	2. Signature of Coordinator	3. Date
	Disapproved		
4. Comments			
5. Budget Office Review:	Approved	6. Signature of Budget Director	7. Date
	Disapproved		
8. Comments			

COUNTY OF SUFFOLK



STEVEN BELLONE
COUNTY EXECUTIVE

EDWARD WEBBER
POLICE COMMISSIONER

POLICE DEPARTMENT MEMORANDUM

TO: Jon Schneider, Deputy County Executive
Suffolk County Executive's Office

FROM: Robert Oswald, Inspector *SF for*
Office of Chief of Support Services
Suffolk County Police Department

DATE: March 17, 2014

SUBJECT: Resolution Packet & SCIN Forms for
DOT Dedicated Traffic Enforcement

Attached please find two copies of the following for the New York State Department of Transportation sponsored DOT Dedicated Traffic Enforcement grant program:

1. Draft Resolution
2. Memorandum of Support
2. Grant SCIN Forms
3. Request for Introduction of Legislation
4. Financial Impact Statement
5. Copy of the proposed supplemental agreement to contract #DD033338 between Suffolk County and the New York State Department of Transportation.

Copies of this packet are also being forwarded to the Federal and State Aid Claims Unit for review. Electronic copies of the resolution and SCIN forms will be transmitted to CE RESO REVIEW.

If you have any questions concerning this resolution package, please contact Sarah Furey, Senior Grants Analyst, at 852-6042 or Susan C. Krause, Grants Analyst, 852-6601.

Thank you for your assistance with this project.

RO / sck

Att. Dennis M. Cohen, Chief Deputy County Executive
Lisa Santeramo, Assistant Deputy County Executive
Tom Vaughn, Director of Intragovernmental Relations
Evelyn Creen, Senior Federal & State Aid Claims Examiner

ACCREDITED LAW ENFORCEMENT AGENCY

Visit Us Online at www.suffolkpd.org

Crime Stoppers Confidential Tip Hotline 1-800-220-TIPS

Non-Emergencies Requiring Police Response, Dial (631) 852-COPS

30 Yaphank Avenue, Yaphank, New York 11980 – (631) 852-6000



GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2014			Page 1 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS	
1000 PERSONAL SERVICES: 1100 Permanent Salaries 1110 Interim Salaries 1120 Overtime Salaries	1,052,895 1,052,895				
2000 EQUIPMENT: 2010 Furniture & Fixtures 2020 Office Machines 2090 Radio and Communication 2500 Other Equip Not Otherwise					
3000 SUPPLIES MATERIALS & OTHERS: 3010 Office Supplies 3020 Postage 3030 Photostat, Photograph, Blueprint 3040 Printing 3160 Computer Software 3500 Other Unclassified 3680 Repairs: Special Equipment					
4000 UTILITIES: 4010 Telephone & Telegraph 4015 Cellular Communications 4210 Computer Services					
4300 TRAVEL: 4310 Employee Misc - Expenses 4330 Travel Employee Contracts 4340 Travel Other Contracts	22,000 12,000 10,000				

GRANT BUDGET ANALYSIS		COUNTY BUDGET YEAR 2014			Page 2 of 3
CATEGORY	APPROPRIATION NUMBER GRANTOR FUNDS	APPROPRIATION NUMBER COUNTY FUNDS	APPROPRIATION NUMBER IN-KIND CONTRIBUTION	REMARKS	
4400 FEES FOR FACILITIES 4410 Rent: Offices & Buildings					
4500 FEES FOR SERVICES: 4560 Fees for Services, Non-Employees 4770 Special Services					
4900 CONTRACTED SERVICES (LIST)					
8000 EMPLOYEE BENEFITS: 8280 Retirement 8300 Insurance: Worker Compensation 8330 Social Security 8360 Health Insurance 8380 Dental Insurance	304,813 289,546 15,267				
OTHER (List Source & Brief Explanation) Vehicle Use Reimbursement	120,292 120,292				

I certify that the above in-kind contribution are not currently being used to support other grants

DETAIL LISTING OF 1000 ACCOUNT		PERSONAL SERVICES			Page 3 of 3
TITLE OF POSITION	GRADE / STEP	SALARY	EMPLOYEE NAME	SOURCE OF FUNDING BY %	
				GRANTOR	COUNTY IN-KIND
Police Officer	6	91.34/HR OT	Various	100	

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
COUNTY OF SUFFOLK

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location)

Department Contact Person
(Name & Phone No.)

Suffolk County Police Department
30 Yaphank Avenue, Yaphank

Sarah Furey, Senior Grants Analyst
852-6042

Resolution Involves:

Technical Amendment

New Program

Grant Award

Contract (New__ Rev.__)

Explanation of Proposed Resolution

Accepting & appropriating a supplemental grant award in the amount of \$1,500,000 from the New York State Department of Transportation, with 100% Support.

Summary of Resolution Benefits

Accepting \$1,500,000 in supplemental grant funds from the New York State Department of Transportation will reimburse Suffolk County for its provision of traffic direction and enforcement of traffic regulations in the vicinity of certain highway construction projects in Suffolk County, for the safety of workers and motorists alike, with 100% support.

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation
Resolution X Local Law Charter Law
-
2. Title of Proposed Resolution
Accepting & appropriating grant funds in the amount of \$1,500,000 from the New York State Department of Transportation for provision of dedicated traffic enforcement in the vicinity of certain highway construction projects with 100% support.
-
3. Purpose of Proposed Legislation
To accept \$1,500,000 from the New York State Department of Transportation for the provision of dedicated law enforcement in the vicinity of certain highway construction projects in Suffolk County for the safety of workers and motorists with 100% support.
-
4. Will the Proposed Legislation have a fiscal impact? Yes No X
-
5. If the answer to Item 4 is "Yes," on what will it impact?
(Circle appropriate category)
- | | | |
|------------------|-----------------|------------------|
| County | Town | Economic Impact |
| Village | School District | Other (specify): |
| Library District | Fire District: | |
-
6. If answer to Item 5 is "Yes," provide detailed explanation of impact:
-
7. Total financial Cost of Funding over 5 years on each affected political or Other Subdivision:

No costs are anticipated other than minor increases in routine administrative costs, associated with an increase in the number of summonses written.
-
8. Proposed Source of Funding
New York State Department of Transportation
-
9. Timing of Impact
Immediate
-
10. Typed Name & Title of Preparer 11. Signature of Preparer 12. Date
Susan C. Krause  3/17/14
Grants Analyst

**SUPPLEMENTAL AGREEMENT #2 FOR TRAFFIC CONTROL
AND ENFORCEMENT ON DEPARTMENT CONSTRUCTION
AND MAINTENANCE PROJECTS**

THIS SUPPLEMENTAL AGREEMENT is by and between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and

the County of Suffolk (the "Municipality")
acting by and through its
Police Department ("SCPD")
with an office at 30 Yaphank Avenue, Yaphank New York 11980

and

its Sheriff's Office ("Sheriff")
with an office at 100 Center Drive, Riverhead, New York 11901

This Agreement covers Eligible Costs incurred January 1, 2013 through December 31, 2015

WITNESSETH:

WHEREAS, the New York State Department of Transportation and Contractor have entered into Contract D033338, which has a term commencing on January 1, 2009 and ending December 31, 2012; and

WHEREAS, the parties desire to extend the term of the Contract and add Schedule A-2, a modified Work Protocol and add a Schedule B-2, a modified Work Program and Budget for the period January 1, 2013 through December 31, 2015;

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the State and the Contractor agree as follows:

1. Attached hereto as Schedule A-2 is the Work Protocol for the period January 1, 2013 – December 31, 2015.
2. Attached hereto as Schedule B-2 is the Work Program and Budget for the period January 1, 2013 – December 31, 2015.
3. Attached hereto as Appendix 2-S-2 – is an updated Iran Divestment Act and Vendor Responsibility Section

SUFFOLK COUNTY SHERIFF:

SUFFOLK COUNTY POLICE COMMISSIONER:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the Suffolk County Sheriff of the Municipal Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

STATE OF NEW YORK)
)ss.:
COUNTY OF _____)

On this _____ day of _____, 20__ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the Suffolk County Police Commissioner of the Municipal Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he signed his name thereto by like order.

Notary Public

THE STATE OF NEW YORK

AGENCY CODE 17000

CONTRACT NUMBER D033338

Agency Certification

“In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.”

THE PEOPLE OF THE STATE OF
NEW YORK

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
NEW YORK STATE ATTORNEY GENERAL

By: _____
ATTORNEY GENERAL

APPROVED:

By: _____
NEW YORK STATE COMPTROLLER
Pursuant to Section 112 of the State Finance Law

Contract Number D033338

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION (“NYSDOT”)
AND SUFFOLK COUNTY AGREEMENT FOR TRAFFIC CONTROL
AND ENFORCEMENT ON DEPARTMENT CONSTRUCTION
AND MAINTENANCE PROJECTS**

Schedule A-2

**WORK PROTOCOL
for the period
January 1, 2013 through December 31, 2015**

A. Request for Evaluation of Safety and Enforcement Program

At least two weeks prior to the commencement of work to be covered by this contract, NYSDOT shall request the Contractor to evaluate the safety and enforcement concerns associated with NYSDOT’s general supervision of the planned construction and/or maintenance work. The request shall be directed to the Office of the Chief of Patrol of the Suffolk County Police Department.

B. Meeting and Site Inspection

As soon after this notification as possible representatives of the Contractor and NYSDOT shall meet for the purpose of reviewing the details of the planned construction and/or maintenance work. This meeting shall include a site inspection at the time of day when the planned construction and/or maintenance activity would occur.

C. Contractor Safety and Enforcement Evaluation

As soon as practical, but in no event later than four (4) days prior to the planned commencement of work to be covered under this contract, the Contractor shall identify the safety and enforcement issues associated with the planned construction and/or maintenance work and the proposed deployment of Contractor personnel which in the judgment of the Contractor is necessary to protect the public. The Contractor shall provide the Engineer in Charge of the construction project or Resident Maintenance Engineer of the maintenance project with this evaluation.

D. NYSDOT Action

Within one business day of receipt of the evaluation by the Engineer in Charge or Resident Maintenance Engineer, NYSDOT shall notify the Contractor that:

- i. the evaluation is acceptable, or
- ii. the evaluation requires further discussion, or
- iii. the Department does not intend to take any action with respect to the planned construction and/or maintenance work under this contract.

E. Effect of NYSDOT Notice

Where the Department finds the evaluation acceptable, the provisions of paragraph F of this Protocol and Work Program shall apply.

Where the Department finds the evaluation to require further discussion, the NYSDOT Region 10 Construction Engineer or Resident Maintenance Engineer and the Contractor's Second Deputy Chief of Patrol shall meet and resolve to place the planned work in category D (i) or D (ii) forthwith.

Where the Department does not intend to take any action under this contract the matter is concluded and this Protocol shall have no further force and effect with respect to the work in question. Nothing in this Protocol or Agreement shall preclude the Department from arranging for New York State Police patrols in connection with the construction and/or maintenance work determined to be in this category D (iii).

F. Effect of Accepting the Evaluation

Where the Contractor has concluded that the planned construction and/or maintenance work requires dedicated police officers to ensure the safety of the public and work site and the proper enforcement of laws, the Contractor shall provide the services identified in the evaluation and the Department shall be responsible for the cost of such effort in accordance with Schedule A and the Budget under this Contract.

Where the Contractor has concluded that some service less than dedicated police officers, including but not limited to intensive patrol of the construction or maintenance site to be a special detail within the officer's post or otherwise, the Contractor shall implement the plan and the payment provisions of this contract shall not apply.

G. Miscellaneous

- i. Contractor personnel on the construction or maintenance site shall remain under the control of their commanding officers.
- ii. NYSDOT personnel on the construction or maintenance site will be responsible for progressing construction/maintenance in the work site in accordance with the Construction contract or Maintenance Guidelines, including but not limited to the plan for the maintenance and protection of traffic unless and until the police officer clearly takes control of the site in connection with an incident or for other law enforcement reasons.
- iii. The officer assigned to patrol the site and the NYSDOT Engineer in Charge or Regional Maintenance Engineer shall communicate frequently on matters which in either's opinion affect safety or law enforcement.
- iv. The Contractor shall identify for the Engineer in Charge and the Resident Maintenance Engineer means of rapid and efficient communication with any police officer assigned to duties in connection with paragraph F of this Protocol and Work Program.

H. Contractor's Eligible Costs are intended to include all costs actually incurred by the contractor. These costs are:

- (i) The overtime rate of pay of the officer actually utilized and as found in the labor contract in effect on the date of performance. In the event a labor contract is subsequently renewed at different

rates of pay and is retroactive in scope, the Contractor may resubmit and be reimbursed at the new rate.

(ii) Actual retirement pension costs which are calculated using a multiplier of 28.4% times actual labor costs for Police, and 22.0% for Sheriffs. Pension costs are sometimes adjusted retroactively by the State. The Contractor may resubmit and be reimbursed for actual cost increases that are incurred by a multiplier adjustment that is applied retroactively.

(iii) Social security multiple of 1.45% for Police and 7.65% for Sheriffs and any subsequent increase made by federal law.

(iv) Meal allowances pursuant to labor contract and actually paid.

(v) Mileage allowance for travel to work sites, pursuant to labor contract and actually paid.

(vi) Police vehicle use based on \$10.65 per hour assignment, as agreed by both parties as reasonable.

I. Contract Funds

For the three-year extension period of January 1, 2013 thru December 31, 2015, it is anticipated the State will require approximately \$1,500,000.00 for police services under this Supplemental Agreement #2.

At the time of execution of the base contract, funding had been encumbered in the amount of \$2,964,523.00

Past and pending expenditures for the base contract term's two-year period of January 1, 2009 thru December 31, 2010 have totaled approximately \$1,146,485.700

There was no funding added via Supplemental Agreement #1 for the period January 1, 2011 thru December 31, 2012, which was for Extension of Time only.

Past and pending expenditures for the Supplemental Agreement #1 for the two-year period of January 1, 2011 thru December 31, 2012 have totaled approximately \$921,711.58

Funding added via this Supplemental Agreement #2 for the period January 1, 2013 thru December 31, 2015 equals \$1,500,000.00

Therefore, the total maximum amount payable for the base two-year period, plus the two-year extension #1, plus the three-year extension #2 (seven years total) is \$4,464,523.00.00

End of Schedule "A-2"

**SCHEDULE B-2 - WORK PROGRAM AND BUDGET
SUFFOLK COUNTY**

For the Period: January 1, 2013 – December 31, 2015

General Scope:

Provision by Suffolk County Police and Suffolk County Sheriffs to provide traffic control and dedicated law enforcement efforts for various NYSDOT construction and maintenance projects in Suffolk County.

JANUARY 1, 2013 - DECEMBER 31, 2013

Task 1.1(13) PIN 0030.12 - NY 454 Drainage Improvements Lincoln to Grundy

- Night work beginning February, 2013 through February 2014.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of two (2) weeks for a total of ten (10) nights.

Task 1.2(13) PIN 0808.60 - Steel Bridge Rehabilitation Various Locations, Suffolk County

- Night work beginning January, 2013 through December, 2013.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday nights for a total of two (2) weeks for a total of ten (10) nights
- Four Police Officers and four vehicles per night for each closure. Units will be needed for ½ hour at closing and ½ hour at opening every work night.

Task 1.3(13) PIN 0112.56 - NY 110 Reconstruction I-495 to Arrowwood

- Night work beginning March, 2013 through December 2013.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of five (5) weeks for a total of twenty-five (25) days.
One Police Officer with vehicle per night for each closure

Task 1.4(13) PIN 0534.72 - Hecksher Parkway over NY 27 Bridge Rehabilitation

- Night work beginning February, 2013 through February 2014.
- Expected closing hours from 10PM to 5AM.
- Closings are expected Monday through Friday for a total of ten (10) weeks for a total of fifty (50) nights.
One Police Officer with vehicle per night for each closure

Task 1.5(13) PIN 0054.21 - NY 347 and NY 112 Intersection Reconstruction

- Some night work beginning May, 2013 through January 2015.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of 15 nights.
- One Police Officer with vehicle per night for each closure

Task 1.6(13) PIN 0229.42 - I-495 Concrete Pavement Restoration, Exit 64 to 66

- Night Work beginning January 2013 through December 2013
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of fourteen (14) weeks for a total of seventy (70) nights.

Task 1.7 (13) PIN 0112.56 - Durable Pavement Markings

- Night work beginning March, 2013 through December 2013.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of Eight (8) weeks for a total of forty (40) nights.
One Police Officer with vehicle per night for each closure

Task 1.8(13) PIN 0229.45 - I-495 Concrete Pavement Restoration, Exit 66 to 68

- Night Work beginning January 2013 through December 2013
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of ten (10) weeks for a total of fifty (50) nights.

Task 1.9(13) PIN 0516.41 - Northern Parkway over NYS 110 Bridge Reconstruction

- Some night work beginning May, 2013 through January 2015.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of 10 nights.
- One Police Officer with vehicle per night for each closure

Task 1.10(13) PIN OB0701121- General Bridge Inspection(in-house)

- Work beginning January, 2013 through December, 2013.
- Expected closing hours from 10:00 P.M. to 6:00 A.M (week days), 5.00 AM to 12.00 PM (Week ends).
- Closings are expected 10 nights in week days and 10 days in week ends.
- One Police Officer with vehicle for each closure.

Task 1.11(13) PIN OB0702101- General Bridge Inspection(Consultant)

- Night work beginning January, 2013 through December, 2013.
- Expected closing hours from 10:00 P.M. to 6:00 A.M .
- Closings are expected Monday through Friday for 8 nights.
- One Police Officer with vehicle for each closure.

Task 1.12(13) PIN S055.28 - Overhead sign structure inspection, Suffolk County

- Work beginning April, 2013 through December, 2013.
- Expected closing hours from 09:00 P.M. to 5:00 A.M (week days), 5.00 AM to 12.00 PM (Week ends).
- Closings are expected for a total of forty (40) weeks for a total of two hundred (200) days/nights.
- One Police Officer and one vehicle for each closure.

Task 1.13(13) Maintenance Operations Suffolk County

A. Route I-495 – Long Island Expressway

- Routine maintenance operations scheduled throughout the year for the length of the LIE through Suffolk County.
- Night work beginning April 2013 through December 2013.
- Expected closings will generally occur on a Tuesday, Wednesday or Thursday night from 10:00 P.M. through 5:00 A.M. for a total of thirty (30) nights.
- Initially, three (3) officers with three (3) vehicles required to direct traffic off the LIE mainline and onto the service road while the detour is put in place. After the detour is set up, one (1) police officer with vehicle will be needed for the duration of the closure (maximum eight (8) hours per night).
- Hours needed for police services may vary depending on maintenance needs and work site. See Resident Maintenance Engineer (R.M.E.) for project specific details.
- The LIE closures are done in sections as follows: the Nassau/Suffolk line to Exit 52; from Exit 52 to Exit 60; and from Exit 60 to Exit 64. Both EB and WB directions will be required and will not close concurrently.

Task 1.14(13) Various Pins

- Any other projects that the Department may give notice to the Suffolk County Police Department as described in paragraph A under Schedule A: Protocol and Work Program and Budget.

Fielk

JANUARY 1, 2014 - DECEMBER 31, 2014

Task 1.1(14) PIN 0229.43 - I-495 Bridge Repair Calverton

- Night work beginning February, 2014 through February 2015.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of three (3) weeks for a total of fifteen (15) nights.
- One Police Officer with vehicle per night for each closure

Task 1.2(14) PIN 0229.34 - CR 19 over I-495 Bridge Rehabilitation

- Night work beginning January, 2014 through December, 2014.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday nights for a total of eight (8) weeks for a total of forty (40) nights
- One Police Officer with vehicle per night for each closure

Task 1.3(14) PIN 0112.56 - NY 110 Reconstruction I-495 to Arrowwood

- Night work beginning January, 2014 through December 2014.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks for a total of twenty (20) nights.
One Police Officer with vehicle per night for each closure

Task 1.4(14) PIN 0534.72 - Hecksher Parkway over NY 27 Bridge Rehabilitation

- Night work beginning February, 2014 through December 2014.
- Expected closing hours from 10PM to 5AM.
- Closings are expected Monday through Friday for a total of five (5) weeks for a total of twenty-five (25) nights.
One Police Officer with vehicle per night for each closure

Task 1.5(14) PIN 0054.21 - NY 347 and NY 112 Intersection Reconstruction

- Some night work beginning May, 2013 through January 2015.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of 15 nights.
- One Police Officer with vehicle per night for each closure

Task 1.6(14) PIN 0229.42 - I-495 Concrete Pavement Restoration, Exit 64 to 66

- Night Work beginning January 2014 through December 2014
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of four (4) weeks for a total of twenty (20) nights.

- One Police Officer with vehicle per night for each closure

Task 1.7 (14) PIN 0809.27 - Durable Pavement Markings

- Night work beginning March, 2014 through December 2014.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of eight (8) weeks for a total of forty (40) nights.
One Police Officer with vehicle per night for each closure

Task 1.8(14) PIN 0809.29 - Bridge Painting, Various Locations

- Night Work beginning January 2014 through December 2014
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of ten (10) weeks for a total of fifty (50) nights.
- One Police Officer with vehicle per night for each closure

Task 1.9(14) PIN 0059.15 - NY 27 Concrete Pavement Repair

- Night work beginning May, 2014 through January, 2015.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of 80 nights.
- One Police Officer with vehicle per night for each closure

Task 1.10(14) PIN 0229.44 - I-495 Crack Sealing , Exit 57 to 61

- Night Work beginning January 2014 through December 2014
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of seventeen (17) weeks for a total of eighty-five (85) nights.
- One Police Officer with vehicle per night for each closure

Task 1.11(14) PIN 0229.47 - I-495 Bridge Rehabilitation, Suffolk County

- Night Work beginning January 2014 through December 2014
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of fourteen (14) weeks for a total of seventy (70) nights.
- One Police Officer with vehicle per night for each closure

Task 1.12(14) PIN OB0701121- General Bridge Inspection(in-house)

- Work beginning January, 2014 through December, 2014.
- Expected closing hours from 10:00 P.M. to 6:00 A.M (week days), 5.00 AM to 12.00 PM (Week ends).
- Closings are expected 10 nights in week days and 10 days in week ends.
- One Police Officer with vehicle for each closure.

Task 1.13(14) PIN OB0702101- General Bridge Inspection(Consultant)

- Night work beginning January, 2014 through December, 2014.
- Expected closing hours from 10:00 P.M. to 6:00 A.M .
- Closings are expected Monday through Friday for 8 nights.
- One Police Officer with vehicle for each closure.

Task 1.14(14) PIN S055.28 - Overhead sign structure inspection, Suffolk county

- Work beginning April, 2014 through December, 2014.
- Expected closing hours from 09:00 P.M. to 5:00 A.M (week days), 5.00 AM to 12.00 PM (Week ends).
- Closings are expected for a total of forty (40) weeks for a total of two hundred (200) days/nights.
- One Police Officer and one vehicle for each closure.

Task 1.15(14) Maintenance Operations Suffolk County

A. Route I495 – Long Island Expressway

- Routine maintenance operations scheduled throughout the year for the length of the LIE through Suffolk County.
- Night work beginning April 2014 through December 2014.
- Expected closings will generally occur on a Tuesday, Wednesday or Thursday night from 10:00 P.M. through 5:00 A.M. for a total of thirty (30) nights.
- Initially, three (3) officers with three (3) vehicles required to direct traffic off the LIE mainline and onto the service road while the detour is put in place. After the detour is set up, one (1) police officer with vehicle will be needed for the duration of the closure (maximum eight (8) hours per night).
- Hours needed for police services may vary depending on maintenance needs and work site. See Resident Maintenance Engineer (R.M.E.) for project specific details.
- The LIE closures are done in sections as follows: the Nassau/Suffolk line to Exit 52; from Exit 52 to Exit 60; and from Exit 60 to Exit 64. Both EB and WB directions will be required and will not close concurrently.

Task 1.16(14) Various Pins

- Any other projects that the Department may give notice to the Suffolk County Police Department as described in paragraph A under Schedule A: Protocol and Work Program and Budget.

Field

JANUARY 1, 2015 - DECEMBER 31, 2015

Task 1.1(15) PIN 0809.33 - Durable Pavement Markings

- Night work beginning March, 2015 through December 2015.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of eight (8) weeks for a total of forty (40) nights.
- One Police Officer with vehicle per night for each closure

Task 1.2(15) PIN OT2482 - Priority Surface Treatments

- Night work beginning January, 2015 through December, 2015.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday nights for a total of seven (7) weeks for a total of thirty-five (35) nights
- One Police Officer with vehicle per night for each closure

Task 1.3(15) PIN OT1785 - NY 27 Exit 40 to Exit 44 Concrete Pavement Repair

- Night work beginning January, 2015 through December 2015.
- Expected closing hours from 10:00 P.M. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of sixteen (16) weeks for a total of eighty (80) nights.
- One Police Officer with vehicle per night for each closure

Task 1.4(15) PIN 0229.40 - I-495 & Carlls Straight Path Bridge Rehabilitation

- Night work beginning February, 2015 through December 2015.
- Expected closing hours from 10PM to 5AM.
- Closings are expected Monday through Friday for a total of six (6) weeks for a total of thirty (30) nights.
- One Police Officer with vehicle per night for each closure

Task 1.5(14) PIN OT1885 - Traffic Signal Requirements

- Some night work beginning January 2015 through December 2015.
- Expected closing hours from 10:00 PM. to 6:00 A.M.
- Closings are expected Monday through Friday for a total of 10 nights.
- One Police Officer with vehicle per night for each closure

Task 1.6(15) PIN OB0701121- General Bridge Inspection(in-house)

- Work beginning January, 2015 through December, 2015.
- Expected closing hours from 10:00 P.M. to 6:00 A.M (week days), 5.00 AM to 12.00 PM (Week ends).
- Closings are expected 10 nights in week days and 10 days in week ends.
- One Police Officer with vehicle for each closure.

Task 1.7(15) PIN OB0702101- General Bridge Inspection(Consultant)

- Night work beginning January, 2015 through December, 2015.
- Expected closing hours from 10:00 P.M. to 6:00 A.M .
- Closings are expected Monday through Friday for 8 nights.
- One Police Officer with vehicle for each closure.

Task 1.8(15) PIN S055.28 - Overhead sign structure inspection, Suffolk County

- Work beginning April, 2015 through December, 2015.
- Expected closing hours from 09:00 P.M. to 5:00 A.M (week days), 5.00 AM to 12.00 PM (Week ends).
- Closings are expected for a total of forty (40) weeks for a total of two hundred (200) days/nights.
- One Police Officer and one vehicle for each closure.

Task 1.9(15) Maintenance Operations Suffolk County

A. Route I495 – Long Island Expressway

- Routine maintenance operations scheduled throughout the year for the length of the LIE through Suffolk County.
- Night work beginning April 2015 through December 2015.
- Expected closings will generally occur on a Tuesday, Wednesday or Thursday night from 10:00 P.M. through 5:00 A.M. for a total of thirty (30) nights.
- Initially, three (3) officers with three (3) vehicles required to direct traffic off the LIE mainline and onto the service road while the detour is put in place. After the detour is set up, one (1) police officer with vehicle will be needed for the duration of the closure (maximum eight (8) hours per night).
- Hours needed for police services may vary depending on maintenance needs and work site. See Resident Maintenance Engineer (R.M.E.) for project specific details.
- The LIE closures are done in sections as follows: the Nassau/Suffolk line to Exit 52; from Exit 52 to Exit 60; and from Exit 60 to Exit 64. Both EB and WB directions will be required and will not close concurrently.

Task 1.10(15) Various Pins

- Any other projects that the Department may give notice to the Suffolk County Police Department as described in paragraph A under Schedule A: Protocol and Work Program and Budget.

Field

Estimate for 2013 : \$680,750.

Estimate for 2014 : \$782,865

Estimate for 2015 : \$900,295

Total Cost Estimate - January 1, 20013 thru December 31, 2015: \$ 2,363,910

**ESTIMATED MAXIMUM RATE OF PAY
PROJECTED BY HOURLY RATE - 2013**

<u>Title</u>	<u>Base/Flat Hourly Rate</u>	<u>Retirement Fringe @28.4%</u>	<u>Hourly Rate w/ Retirement Fringe</u>	<u>Social Security Fringe @1.45%</u>	<u>Hourly Rate w/Retire, Soc Sec. Fringes</u>	<u>Hourly Vehicle Use Fringe</u>	<u>Total Hourly Rate with Fringes*</u>
Police Officer	\$60.08 (Straight)	\$17.06	\$77.14	\$0.87	\$78.01	\$10.65	\$88.66
	\$90.12 (Overtime)	\$25.59	\$115.71	\$1.31	\$117.02	\$10.65	\$127.67
		Retirement @ 22.0%		Social Security Fringe@7.65%			
Sheriff's Deputy	\$44.70 (Straight)	\$9.83	\$54.53	\$3.42	\$57.95	\$10.65	\$68.60
	\$67.05 (Overtime)	\$14.75	\$81.80	\$5.13	\$86.93	\$10.65	\$97.58

* Wages are subject to labor agreements in force and may vary from those shown in accordance with Schedule A, Section "H" of this Agreement.

Cost includes an hourly rate of police vehicle use.

Meal & mileage allowance in accordance with Schedule A-1, Section "H" of this Agreement is not included in this Total Hourly Rate with Fringe.

End of Schedule "B-2"

APPENDIX 2-S-2

1. IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) has developed a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the list is posted on the OGS website at:

<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

By entering into a renewal or extension of this Contract, Contractor (or any assignee) certifies that it will not utilize on said Contract any subcontractor that is identified on the prohibited entities list.

Additionally, the Contractor agrees that, should it seek to renew or extend the Contract, it will be required to certify at the time the Contract is renewed or extended that it is not included on the prohibited entities list. The Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the prohibited entities list before the New York State Department of Transportation (NYSDOT) may approve a request for Assignment of Contract.

Contractor understands that during the term of the Contract, should NYSDOT receive information that a person is in violation of the above-referenced certification NYSDOT will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then NYSDOT shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

NYSDOT reserves the right to reject any renewal, extension or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract and to pursue a responsibility review with respect to any entity that is granted a contract extension/renewal or assignment and appears on the prohibited entities list after contract award.

2. VENDOR RESPONSIBILITY PROVISIONS

The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such

suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

1318

Intro. Res. No. - 2014

Laid on the Table 3/18/2014

Introduced by Presiding Officer on request of the County Executive

RESOLUTION NO. - 2014, REQUESTING LEGISLATIVE APPROVAL OF A CONTRACT WITH HUDSON RIVER HEALTHCARE, INC. (HRHCare) FOR THE OPERATION OF THE MAXINE S. POSTAL TRI-COMMUNITY HEALTH CENTER IN AMITYVILLE

WHEREAS, there is an unprecedented fiscal crisis in the County of Suffolk, in part due to substantial reductions in Article 6 State Aid funding for services provided in the County's network of Health Centers; and

WHEREAS, the New York State Department of Health (NYSDOH) has encouraged the Suffolk County Department of Health Services (SCDHS) to exit the direct health care business for primary care; and

WHEREAS, on June 21, 2012 a Request for Proposals (RFP) Waiver was approved for the Department of Health Services to enter into a contractual agreement with Hudson River Healthcare, Inc. (HRHCare) for administrative, management and primary health care services at County-operated centers, including the Maxine S. Postal Tri-Community Health Center in Amityville; and

WHEREAS, HRHCare is a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas; and

WHEREAS, HRHCare is the only FQHC currently operating in Suffolk County;
and

WHEREAS, the proposed plan authorizes the transition of the Maxine S. Postal Tri-Community Health Center to HRHCare; and

WHEREAS, this transaction will maintain continuity of care to patients during the transition, and will expand services in compliance with FQHC program requirements; and

WHEREAS, all current County employees assigned to the Maxine S. Postal Tri-Community Health Center will be reassigned to other positions within the Department of Health Services, without any lay-offs resulting from this proposed plan; and

WHEREAS, Section A9-6 of the Suffolk County Code requires that, in the event a proposal or plan to provide services at the County's Health Centers is submitted to the County Executive for the purpose of providing these services through entities other than Suffolk County Government and/or the Suffolk County Department of Health Services, using employees other than employees of the County of Suffolk, then at least two (2) public hearings shall be held by the County Executive and two (2) public hearings shall be held by the County Legislature on the particular proposal or plan; and

WHEREAS, the back-up documentation to this Resolution includes a summary document and five (5) year fiscal impact statement as required by Section A9-6 of the Suffolk County Code, which were available for review at the required public hearings; and

WHEREAS, the proposed agreement requires payment to HRHCare from the County for a five (5) year period, expected to begin in 2014 totaling \$7.9 million over that period, and will result in an estimated net savings to Suffolk County over the five (5) year period of \$4.9 million dollars; and

WHEREAS, HRHCare will provide for the continuation of a program for outpatient diagnosis and treatment of New York State mandated public health services on behalf of the County in a separate written agreement with the County; and

WHEREAS, HRHCare will operate the Health Center at its current location, using the name the Maxine S. Postal Tri-Community Health Center in addition to its own name, at 1080 Sunrise Highway, Amityville, New York through a lease agreement with the County; now, therefore be it

1st **RESOLVED**, that in compliance with Section A9-6 of the Suffolk County Code, the County Executive and the County Legislature each held and concluded the required public hearings in the western and eastern portions of Suffolk County for consideration of the proposal/plan set forth by the Department of Health Services; and be it further

2nd **RESOLVED**, that in compliance with § A9-6 of the Suffolk County Code there has been presented to this Legislature:

- a.) A plan/proposal from the Department of Health Services relating to the transition of the Maxine S. Postal Tri-Community Health Center in Amityville to a FQHC to be operated by Hudson River Healthcare, Inc. documenting budgetary savings, which plan/proposal has been accompanied by a written evaluation of the cost of performing services through the County Government as compared to the cost of performing services by HRHCare as set forth in the plan/proposal and includes an evaluation and analysis of the quality of services to be provided under the plan/proposal, as compared to the quality of services being provided by the County through the Department of Health Services (**Exhibit 1**); and
- b.) Written certification by the Legislative Budget Review Office that the plan/proposal will result in a cost savings to the County in at least each of the first five years of said plan or proposal of at least 10% in each of those first five years, as measured by net County expenditures; and
- c.) Written documentation from the New York State Department of Health (**Exhibit 2**);

and be it further

3rd **RESOLVED**, that this Legislature hereby ratifies and approves the documentation described in paragraphs a.), b.) and c.) of the 2nd RESOLVED clause of this Resolution, and Legislative approval of this Resolution is conclusive evidence of full compliance with §A9-6 of the Suffolk County Administrative Code and shall apply to all actions and transactions occurring on or after its final adoption of this Resolution: and be it further

4th **RESOLVED**, that the County Executive is hereby authorized to execute an agreement with Hudson River Healthcare, Inc., in a form substantially similar to the draft attached hereto, for a term not to exceed five (5) years, subject to the approval of the County Attorney, for the operation of a Health Center in Amityville under the Article 28 license of

HRHCare, and to assist this entity in the establishment of a FQHC Health Center at this site, contingent upon State approvals necessary for SCDHS to cease operations of its existing Article 28 health center at the current Amityville site, and also contingent upon federal and State approvals necessary for HRHCare to begin operation of an Article 28 FQHC health center in a seamless transition (**Exhibit 3**); and be it further

5th **RESOLVED**, that the financial arrangement with HRHCare shall be in the form of a Community Benefit Grant limited to a term of five (5) years, a lease agreement for a term of twelve (12) years and certain assets and inventory used in the Health Center, without further financial commitment on the part of Suffolk County or SCDHS; and be it further

6th **RESOLVED**, that all current County employees assigned to the Maxine S. Postal Tri-Community Health Center will be reassigned to other positions within the Department of Health Services, without any lay-offs resulting from this proposed plan; and be it further

7th **RESOLVED**, that assets and inventory used to carry out the function and operation of the existing Maxine S. Postal Tri-Community Health Center in Amityville as set forth in the proposed agreement presented with this Resolution as Exhibit 3 are declared surplus to the County needs; and be it further

8th **RESOLVED**, that the agreement presented with this Resolution as Exhibit 3 may include the transfer of designated equipment and furniture to HRHCare purchased with either County or State funds, a review by the County Attorney having determined that there are no bonding issues preventing transfer of the equipment and furniture; and be it further

9th **RESOLVED**, that the County Legislature hereby authorizes the County Executive, or his designee, to execute any and all related documents necessary to effectuate or otherwise give full force and effect to this transaction, the execution of which by the County Executive and/or his designee shall be conclusive evidence of the approval, the authorization and the direction thereof of this Legislature; and be it further

10th **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law.

DATED:

APPROVED BY:

County Executive of Suffolk County

Date of Approval:

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

March 18, 2014

Jon Schneider, Deputy County Executive
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to request Legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of the Maxine S. Postal Tri-Community Health Center in Amityville. This legislation is needed to approve a contract award with Hudson River Healthcare, Inc. for the operation of the Maxine S. Postal Tri-Community Health Center located at 1080 Sunrise Highway, Amityville, New York.

I have enclosed a financial impact statement and all other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Margaret Bermel at 4-0097. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-HRHCare Tri-Community.docx."

Sincerely,

James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

Enclosures

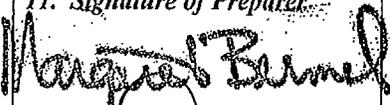
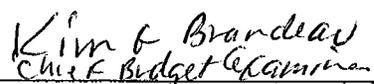
JLT/lw

C: Dennis M. Cohen, Chief Deputy County Executive
Thomas Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Margaret B. Bermel, MBA, Director of Health Administrative Services
Barry S. Paul, Deputy Commissioner
Diane E. Weyer, Principal Financial Analyst



OFFICE OF THE COMMISSIONER
3500 Sunrise Highway, Suite 124, P. O. Box 9006, Great River, NY 11739-9006
Phone (631) 854-0000 Fax (631) 854-0108

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <u> X </u>	Local Law <u> </u>	Charter Law <u> </u>
Title of Proposed Legislation Requesting legislative approval of a contract with Hudson River Healthcare, Inc. (HRHCare) for the operation of The Maxine S. Postal Tri-Community Health Center in Amityville.		
3. Purpose of Proposed Legislation This legislation is needed to approve a contract between Suffolk County and Hudson River Healthcare, Inc. for the operation of the Maxine S. Postal Tri-Community Health Center located at 1080 Sunrise Highway, Amityville, New York.		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> X </u> NO <u> </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County X	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: Suffolk County will commit to a five year annual payment to HRH, Inc. (Community Benefit Grant). The total five year cost for the Community Benefit Grant is \$7.9 million. The County will receive Article 6 funding associated with this cost. The services provided will be enhanced and in comparison to continued County operations, the County will realize <u>net savings of \$4.9 million over five years</u> , as follows: Year 1 - \$763,800 net savings; Year 2 - \$884,689 net savings; Year 3 - \$996,538 net savings; Year 4 - \$1,093,222 net savings; Year 5 - \$1,193,974 net savings.		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. 2014-2019		
8. Proposed Source of Funding There is adequate funding in the 2014 Adopted Operating Budget for this contract. Annual payments to HRH Inc. will be included in the 2015- 2019 Suffolk County Operating Budgets.		
9. Timing of Impact 2014		
10. Typed Name & Title of Preparer Margaret B. Bernel Director of Health Administrative Svcs	11. Signature of Preparer 	Date 3/18/14
 Kim & Brandeay Chief Budget Examiner		3/18/14

**FINANCIAL IMPACT
2014 PROPERTY TAX LEVY
COST TO THE AVERAGE TAXPAYER**

GENERAL FUND

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

POLICE DISTRICT AND DISTRICT COURT

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

COMBINED

	2014 PROPERTY TAX LEVY	2014 COST TO AVG TAXPAYER	2014 FEV TAX RATE PER \$1000
TOTAL	\$0	\$0.00	\$0.000

NOTES:

- 1) SOURCE FOR NUMBER OF FAMILY PARCELS AND CORRESPONDING ASSESSED VALUATION: SUFFOLK COUNTY REAL PROPERTY, SEPTEMBER 2012.
- 2) SOURCE FOR TOTAL TAXABLE ASSESSED VALUATION FOR COUNTY PURPOSES: SCHEDULE A, REPORT OF ASSESSED VALUATION FOR 2012-2013.
- 3) SOURCE FOR EQUALIZATION RATES: TENTATIVE 2012 COUNTY EQUALIZATION RATES ESTABLISHED BY THE NEW YORK STATE BOARD OF EQUALIZATION AND ASSESSMENTS.

Rev. 3/17/14; Law No. 19-HS-
Independent Contractor
Modified for Hudson River Healthcare, Inc.
Community Benefit Grant Contract

IFMS No.
Contract No. 001-4101-4980-00-00005
Health Department Issued:

D R A F T
Community Benefit Grant Contract

This Contract ("Contract") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, having its principal office at 300 Center Drive, Riverhead, New York 11901, acting through its duly constituted Department of Health Services ("Department"), located at 3500 Sunrise Highway, Suite 124, Great River, New York 11739-9006, and

Hudson River Healthcare, Inc. ("Contractor"), a New York not-for-profit corporation licensed to operate under Article 28 of the New York Public Health Law, having offices at 1200 Brown Street, Peekskill, New York 10566 and 1037 Main Street, Peekskill, New York 10566, each individually a "Party" and together referred to herein as "the Parties".

The Parties hereto desire to make available Health Care Services ("Services") at The Maxine S. Postal Tri-Community Health Center located at 1080 Sunrise Highway, Amityville, NY 11701 ("Health Center"), for the Department as further described in this Contract.

Term of the Contract: June 1, 2014 through May 31, 2019

Total Cost of the Contract: Shall not exceed \$7,969,100.00 in the form of Community Benefit Grant funding, and as further set forth in Article II, attached.

Terms and Conditions: Shall be as set forth in Articles I and II and Exhibits 1, 2, 3, 4, 5, and 6 attached hereto and made a part hereof.

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Rev. 3/17/14; Law No. 19-HS-
Independent Contractor
Modified for Hudson River Healthcare, Inc.
Community Benefit Grant Contract

IFMS No.
Contract No. 001-4101-4980-00-00005
Health Department Issued:

HUDSON RIVER HEALTHCARE, INC.

COUNTY OF SUFFOLK

By: _____
Name:
Title:

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Federal Taxpayer ID. No. 13-2828349

Date: _____

Date: _____

Approved:
Department of Health Services

_____, hereby certifies
under penalties of perjury that I am an officer of
Hudson River Healthcare, Inc., that I have read and I
am familiar with §A5-7 of Article V of the Suffolk
County Code, and that Hudson River Healthcare, Inc.
meets all requirements to qualify for exemption
thereunder.

By: _____
Margaret B. Bernel, M.B.A.
Director of Health Administrative Services

Date: _____

Name:

Recommended:
Division of Patient Care Services

Date _____

Approved as to Form:
Dennis M. Brown, Suffolk County Attorney

By: _____
Jennifer Culp
Assistant to the Commissioner

By: _____
Phyllis Seidman
Assistant County Attorney

Date: _____

Date: _____



List of Articles & Exhibits

Article I

Description of Services

Article II

Financial Terms and Conditions

1. Conflicting Provisions
2. General Payment Terms
3. Subject to Appropriation of Funds
4. Budget Deficiency Plan
5. Accounting Procedures
6. Audit
7. Comptroller's Rules and Regulations for Consultant's Agreements
8. Expenditures Must Conform to Applicable Law
9. Payments Limited to Actual Net Expenditures
10. Payments Contingent upon State/Federal Funding
11. Denial of Aid
12. Contract Years
13. Payment Terms
14. Limit of County's Obligation

Exhibit 1

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 Declaration
18. Governing Law
19. No Waiver
20. Conflicts of Interest
21. Cooperation on Claims

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

Exhibit 2

Suffolk County Legislative Requirements

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

Exhibit 3

HIPAA Business Associate Agreement

Exhibit 4

Medical Records Custodial Agreement

Exhibit 5

Lease Agreement

Exhibit 6

Equipment and Furnishings Transfer List

Appendices

**Rev. 3/17/14; Law No. 19-HS-
Independent Contractor
Modified for Hudson River Healthcare, Inc.
Community Benefit Grant Contract**

**IFMS No.
Contract No. 001-4101-4980-00-00005
Health Department Issued:**

**Exhibit A
Verification of Submission of Living Wage Law Approval**

**Exhibit B
Suffolk County Department of Labor-Labor Mediation Unit
Union Organizing Certification/Declaration-Subject To Audit**

**Exhibit C
Verification of Submission of Lawful Hiring of Employees**

**Exhibit D
Certification Regarding Lobbying**

**Article I
Description of Services**

Whereas, the Department is seeking to enter into a contract with the Contractor for the provision of services in accordance with Resolution No.; and

Whereas, an RFP Waiver to authorize the Department to enter into a contract for Health Care Services ("Services") with the Contractor at the Health Center was issued on June 21, 2012; and

Whereas, the Contractor is an Article 28 licensed facility pursuant to New York State Public Health Law ("PHL"); and

Whereas, the Contractor is a Federally Qualified Health Center ("FQHC") that receives federal grant support from the Health Resources and Services Administration ("HRSA") within the United States Department of Health and Human Services ("HHS") pursuant to Section 330 of the Public Health Service Act, to provide, or arrange for the provision of high quality, cost-effective, community-based comprehensive primary and preventive health care and related services to medically underserved communities; and

Whereas, the Contractor requires and the County agrees to provide a limited (both time-limited and monetarily-limited) Community Benefit Grant ("CBG") to enable the Contractor to demonstrate financial neutrality and operate without a loss in accordance with federal requirements;

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

1. Conflicting Provisions

In the event of any conflict between this Article I and any other provision to this Contract, such other provision shall prevail unless it is expressly stated that this Article I shall prevail.

2. Contract Contingencies

This Contract is contingent upon State approvals necessary for the Department to cease operations of its existing Article 28 health center at the current Amityville site, and also contingent upon federal and State approvals necessary for HRHCare to begin operation of an Article 28 FQHC health center at the current Amityville site.

3. Contractor's General Duties and Obligations

- 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.
- 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. Warranties and Representations

- a. The Contractor warrants that it shall become and remain during the term of this Contract, an Article 28 licensed facility at this site pursuant to the PHL and the Contractor shall immediately notify the Department of any changes relative to its status as an Article 28 licensed facility at this site or of communications from New York State Department of Health ("NYSDOH") relative to the Contractor maintaining such status.
- b. The Contractor warrants that it is, and shall remain during the term of this Contract, an FQHC that receives federal grant support from HRSA within HHS pursuant to Section 330 of the Public Service Act, to provide or arrange for the provision of high quality, cost effective community-

based comprehensive primary and preventive health care and related services to medically underserved communities and the Contractor shall immediately notify the Department of any changes to its status as a FQHC or of communications from HHS relative to the Contractor maintaining such status.

- c. In accordance with applicable laws, including the Contractor's Board of Directors by-laws and nominating process, the Contractor agrees that its Board of Directors shall maintain a total of two (2) Suffolk County residents for the Term of this contract.
- d. The Contractor shall maintain the name "The Maxine S. Postal Tri-Community Health Center" both on the exterior façade of the facility and on all correspondence and documents required for operation of the facility, in addition to its own name.

5. Health Center Programs

- a. The Contractor shall furnish adequate, qualified and trained personnel, and such other services as may be necessary to provide health care services to patients of the Health Center in compliance with its license issued pursuant to Article 28 of the New York State Public Health Law and its obligations and requirements for the maintenance of an FQHC. The operation of the Health Center Program shall be performed in a competent, skillful, efficient and professional manner by the Contractor.
- b. The Contractor shall provide, as part of the Services of the Health Center, a program for immunization of infants and children. The goal of this program shall be to increase immunization levels by removing, to the fullest extent, possible limitations on access to immunizations and unnecessary barriers to immunization.

6. Family Planning Services

- a. The Contractor agrees that for the Term of this Contract and for the period of time that the Contractor is operating the Health Center in a County-owned or County-leased facility, the Contractor shall provide Comprehensive Family Planning and Reproductive Health Care Services ("Family Planning Services"). Such services shall include: a screening medical history and physical examination; screening for health risk factors, including cervical cancer, sexually transmitted diseases and HIV/AIDS; disease prevention/health promotion education and counseling; and pre-conceptual counseling.
- b. The Department shall use best efforts to work with NYSDOH and the Contractor to transfer the Department's current Family Planning Services grant to the Contractor and the Contractor agrees to use best efforts to apply for similar grants and funding when eligible to do so.

7. Tuberculosis and Sexually Transmitted Disease Services

The Contractor agrees that for the Term of this Contract and, if requested by the County, for the subsequent period of time that the Contractor is operating the Health Center in a County-owned or County-leased facility, the Contractor shall provide, in a separate written agreement with the County, a program for outpatient diagnosis and treatment of tuberculosis infection and disease and for diagnosis and treatment of sexually transmitted diseases.

8. Space for County Operated WIC Programs

- a. The County is the grantee and operator of the Women, Infants and Children's ("WIC") Nutrition Program in Suffolk County. The County and the Contractor jointly recognize the desirability of

providing to the patients of the Health Center and other residents of the area the food vouchers and nutrition counseling services of the WIC Program. The Contractor agrees that for the Term of this Contract and for the period of time that the Contractor is operating the Health Center in a County-owned or leased facility, the Contractor shall provide adequate space and telephone service in the Health Center, at no additional cost to the County, for County staff and equipment to operate the WIC Program.

- b. Contractor shall provide all maintenance and custodial services for the space reserved for County programs.

9. Health Center Premises

The Contractor's responsibility for the premises comprising the Health Center, including the building, and all related facilities, improvements, permanent installations, and parking used in the operation of the building shall be as set forth in the "Lease Agreement" executed by the parties and any amendments thereto (**Exhibit 5**), which shall be incorporated by reference herein.

10. Equipment and Furnishings

- a. The equipment and furnishings listed in the "Equipment and Furnishings Transfer List" attached hereto (**Exhibit 6**) and made a part hereof, shall be transferred "as is" to the Contractor upon execution of the Contract.
- b. Applicable warranties and available documents evidencing ownership of such equipment and furnishings shall be transferred by the County to the Contractor.
- c. The parties agree that any equipment not fully depreciated during the Term of this Contract shall revert back to the County in an Event of Default by the Contractor.
- d. Without limiting the provisions of Exhibit 1, paragraph 10. of this Contract entitled "Indemnification and Defense," it is expressly understood that Contractor accepts and assumes all risk of liability and agrees to defend, 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 with regard to the equipment and furnishings transferred hereunder and the Contractor is estopped and precluded from asserting any theories of liability against the County or seeking any remedies from the County in connection with such equipment and furnishings. The County assumes no liability whatsoever for such equipment and furnishings.

11. General Public Health Works Services

It is understood that the nature and extent of the Services related to General Public Health Works ("GPHW") provided by and work claimed under the Contract by the Contractor shall be subject to the general supervision, review and control of the Commissioner or the Commissioner's duly delegated representative. The operation of the programs shall be performed in a competent, skillful, efficient and professional manner by the Contractor.

12. Excluded/Debarred Party

The Contractor represents and warrants that neither it, nor its employees or contractors, are excluded from participation, and are not otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program. In the event Contractor, or one of its employees or subcontractors, is excluded from participation or becomes otherwise ineligible to participate in any such program during the Term of the Contract, the Contractor shall notify the Department in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Contractor, the Department reserves the right to immediately terminate the Contract. The Contractor further represents and warrants it shall, at a minimum, check all of its employees and subcontractors on a monthly basis against:

- a. The General Services Administration's Federal Excluded Party List System or any successor system; and
- b. The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list; and
- c. The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

Notwithstanding the terms of Exhibit 1, paragraph 2, the Contractor's failure to comply with the requirements of this paragraph shall constitute an Event of Default.

13. Reports/Progress Meetings

- a. The Contractor shall meet with the Department as reasonably requested to report on the Services provided pursuant to this Contract.
- b. The Contractor shall be responsible for issuing timely reports in writing on the status of Services and pending and proposed activities at the Health Center, in a form and manner as may reasonably be requested by the Department, including but not limited to:
 - i. Quarterly financial status reports for years one and two of the Contract;
 - ii. Semi-Annual financial status reports for years three, four, and five of the Contract;
 - iii. Annual Report of Actual Net Expenditures (Health Center Gross Expenditures less Revenues excluding Community Benefit Payment), and comparison of Statement of Expenditures and Revenues to the original proposed five (5) year model by HRHCare;
 - iv. Quarterly reports of patient counts, visits, demographics and services provided for years one through five of the Contract;
 - v. Quarterly report of diagnosis codes for patient visits for years one through five of the Contract;
 - vi. Quarterly expenditure reports for years one through five of the Contract;
 - vii. Copies of annual reports provided to State and federal entities for years one through five of the Contract;
 - viii. Copies of any reports related to this Contract that are required by NYSDOH, as may be requested by the Department for all Contract years.

14. Furnishing of Information

The Contractor shall furnish, at such reasonable times as the Department may request, any and all information concerning the Health Center, including, but not limited to, the medical, statistical, administrative, and fiscal operations carried out under this Contract.

15. Compliance with New York State Health Regulations

To the extent applicable and in accordance with Title 10, N.Y.C.R.R. section 400.4 entitled "All Facilities-General Requirements, Contracts":

- i. The Contractor shall comply with applicable provisions of Chapter V of Title 10 (Health) of the New York Codes, Rules and Regulations, entitled "Medical Facilities."
- ii. Pursuant to Title 10, N.Y. C. R. R. section 400.4 (4) the Parties agree that: "Notwithstanding any other provision in this Contract, the facility remains responsible for ensuring that any service provided pursuant to this Contract complies with all pertinent provisions of federal, State and local statutes, rules and regulations." For purposes of this Contract, the "facility" shall mean the Contractor.

16. Federal Requirements Relating to Access to Records

To the extent applicable, in accordance with Section 1861(v)(1) of the Social Security Act, as amended by Public Law 96-499, and the regulations promulgated thereunder (42 CFR Part 420), the Secretary of the Department of Health and Human Services or the Comptroller General (or their duly authorized representatives) may request, and the Contractor shall provide, review of this Contract and any agreement between the Contractor and a related organization with respect to services provided to the Contractor exceeding ten thousand dollars (\$10,000) over any twelve-month (12) period and such other books, documents and records necessary to verify the nature and extent of the costs incurred under such agreements. Access to such agreements, books, documents and records shall be available for four (4) years subsequent to the provision of such services.

17. Medical, Unit and Case Records of Patients

Medical, unit and case records of patients shall be maintained by the Contractor in compliance with applicable federal and State laws and regulations.

18. Maintenance of Medical Records

All current patient records and charts, including Master Card Files, whether paper or electronic, that pre-date the execution date of this Agreement ("Existing Records") shall be held for the County by the Contractor as custodian pursuant to the terms of the "Medical Record Custodial Agreement" executed by the Parties and incorporated by reference herein (Exhibit 4). In the event of any conflict between this paragraph and the Medical Record Custodial Agreement, the latter shall prevail unless it is expressly stated that this paragraph shall prevail.

19. Separate Books and Records

The Contractor shall keep and maintain effective and separate books and records concerning all costs incurred and income directly received by the Contractor in the performance of this Contract and shall have available for audit and inspection by federal, State and County governments, all of its plants, facilities, statistical, financial, accounting and other books and records, including, but not limited to, those pertaining to the Services funded by this Contract, at all reasonable times and places during the period of this Contract and for at least seven (7) years from the date of final payment hereunder or for

such longer period as the Department in writing shall require. The Contractor further agrees that it shall keep its clinical and all other program records available for inspection and evaluation by properly authorized personnel of the County, the State and the Government of the United States, subject to any limitations or restrictions imposed by any statutes, rules or regulations governing confidentiality of patient records. The Contractor, in accordance with the policies and procedures developed by the County, shall keep separate books and records of all revenues remitted directly to the Health Center. Such books and records shall not include revenues received directly by the County for services rendered at the Health Center. Furthermore, such books and records shall be made available in accordance with the aforementioned provisions.

20. Insurance

In addition to the provisions of paragraph 11, of Exhibit 1 to this Contract, during the Term and until the anniversary of the last day of the Term or earlier termination of this Contract, the Contractor shall secure and maintain in full force and effect, at the Contractor's sole expense, comprehensive professional liability insurance covering all licensed personnel providing services at the Health Center with limits equal to or greater than those referenced in subparagraph a.iv. of paragraph 11. of Exhibit 1 to this Contract.

21. Compliance with False Claims Policy and Code of Conduct

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of the Department's Mandatory Provider Compliance/False Claims Policy ("Policy") and Code of Conduct and any amendments thereafter. Said Policy and Code of Conduct can be viewed online at the Department's website. Go to "Suffolk County Department of Health Services", choose "Document and Forms", "Commissioner," and then "SCDHS Mandatory Provider Compliance / False Claims Policy."

22. Certification Regarding Lobbying

Together with this Contract and in addition to any other certificates regarding lobbying as may be required by County law, as a condition precedent to the execution of this Contract by the County, the Contractor shall have executed and delivered to the Department the "Certification Regarding Lobbying", if payment under this Contract may exceed \$100,000. Such Certification is required by 31 U.S.C. Section 1352 and regulations thereunder. The Contractor shall promptly advise the County of any material change in any of the information reported on such Certification and shall otherwise comply with, and shall assist the County in complying with, said regulations as now in effect or as amended during the Term.

End of Text for Article I

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. Each Suffolk County Payment Voucher submitted for payment is subject to Audit at any time during the Term or any extension thereof. This provision shall survive expiration or termination of this Contract for a period of not less than seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of Article II.

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 31st 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.

3. 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. Budget Deficiency Plan

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

5. 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 ("GAAP") and with rules, regulations and financial directives, as may be promulgated by the Suffolk County Department of Audit and Control and the Department. The Contractor shall permit inspection and audit of such accounts, books, records, documents and other evidence by the Department and the Suffolk County Comptroller, or their representatives, as often as, in their judgment, such inspection is deemed necessary. Such right of inspection and audit as set forth in subparagraph (b) below shall exist during the Term and for a period of seven (7) years after expiration or termination of the Contract.
- b. The Contractor shall retain all accounts, books, records, and other documents relevant to the Contract for seven (7) years after final payment is made by the County. Federal, State, and/or County auditors and any persons duly authorized by the County shall have full access and the right to examine any of said materials during said period. Such access is granted notwithstanding any exemption from disclosure that may be claimed for those records which are subject to nondisclosure agreements, trade secrets and commercial information or financial information that is privileged or confidential.
- c. If not otherwise submitted in compliance with paragraph 13 of Article I of this Contract, the Contractor shall submit a report to the County at the end of each year of the Contract Term, indicating the combined results of the financial operation of the Health Center, including a statement of income and expenses and a balance sheet during such year attested to by a Certified Public Accountant that they fairly and accurately reflect the accounting records of the Contractor in accordance with GAAP. The report shall include a listing of the Contractor's expenses that are ineligible for State Aid, including but not limited to fringe benefits and indirect costs. The Contractor shall utilize both the modified accrual basis and cash methods of accounting and will submit all financial reports and vouchers based on these methods of accounting during the Term.

6. 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 under the Contract. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response, or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Contractor from the County under the Contract or any other Fund Source.
- b. The provisions of this paragraph shall survive the expiration or termination of the Contract for a period of seven (7) years, and access to records shall be as set forth in paragraph 31 of Exhibit 1, and paragraph 5(b) of Article II.

7. 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 "Comptroller's Rules and Regulations for Consultant's Agreements" may be viewed online at the County's website, SuffolkCounty.ny.gov; go to "Government," then "Comptroller," then "Consultant's Agreements."

8. Expenditures Must Conform to Applicable Law

The Contractor agrees that its expenditures shall conform to applicable provisions of federal, State and local finance Laws and customary prevailing governmental regulations, practices and standards.

9. Payments Limited to Actual Net Expenditures

If, for any reason whatsoever, the Health Center's annual Actual Net Expenditures (Health Center Gross Expenditures, less Revenues exclusive of Community Benefit Payment,) are less than the amount specified in the Contract during the Term, the total County Community Benefit Payment specified in this Contract shall be reduced to the amount of actual Net Expenditures. The total amount to be paid by the County shall not exceed the lesser of (i) approved actual Net Expenditures or (ii) the total cost of the Contract. If the Contractor's total amount of allowable Net Expenditures is less than the total amount of the payments made during the Term, the Contractor shall adjust the year-end Suffolk County Payment Voucher for the difference between the two (2) amounts. Upon termination or expiration of the Contract, if the difference between the two (2) amounts exceeds the County's final payment to the Contractor, the Contractor shall prepare a check payable to the Suffolk County Treasurer for the difference between the two (2) amounts and the final County payment. Funding secured and obligated by the Contractor to expand the scope of services offered at the Health Center shall be exempt from the reconciliation process.

10. Payments Contingent upon State/Federal Funding

Payments under the Contract may be subject to and contingent upon continued funding by State and/or

Federal agencies. In the event payments are subject to such funding no payment shall be made until the Contractor submits documentation in the manner and form as shall be required by State and/or Federal agency. If late submission of claims precludes the County from claiming State or Federal reimbursement, such late claims by the Contractor shall not be paid by the County subject to paragraph 11. below, if, for any reason, the full amount of such funding is not made available to the County, the Contract may be terminated in whole or in part, or the amount payable to the Contractor may be reduced at the discretion of the County, provided that any such termination or reduction shall not apply to allowable costs incurred by the Contractor prior to such termination or reduction, and provided that money has been appropriated for payment of such costs.

11. Denial of Aid

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

12. Contract Years

Contract Years shall be defined as follows;

Contract Year One: June 1, 2014 through May 31, 2015

Contract Year Two: June 1, 2015 through May 31, 2016

Contract Year Three: June 1, 2016 through May 31, 2017

Contract Year Four: June 1, 2017 through May 31, 2018

Contract Year Five: June 1, 2018 through May 31, 2019

13. Payment Terms

a. Subject to the terms of this Contract the Contractor shall be paid:

i. \$ 1, 678,200.00 in Contract Year One;

ii. \$ 1,617,600.00 in Contract Year Two;

iii. \$ 1,579,400.00 in Contract Year Three;

iv. \$ 1,588,900.00 in Contract Year Four; and

v. \$ 1,535,000.00 in Contract Year Five of this Contract.

b. The Contractor shall be paid in equal monthly increments, prorated as necessary.

c. Payments for the final month of each contract year shall be adjusted if necessary in accordance with paragraph 9 entitled "Payments Limited to Actual Net Expenditures" of this Article II. The Voucher for the final month of each contract year shall include a certification of total actual

expenditures for the contract year in accordance with paragraph 9 of this Article II. All Vouchers and forms must be signed in ink by duly authorized persons and certification of such authorization with certified specimen signatures thereon must be filed with the Department by a duly authorized official of the Contractor.

14. Limit of County's Obligation

- a. The amount to be paid by the County to the Contractor in the form of: Community Benefit Payments as set forth herein; the equipment and furnishings listed in the Equipment and Furnishings Transfer List; and facility space as set forth in the Lease Agreement, shall constitute the full obligation of the County in connection with this Contract and any matter arising therefrom. In no event shall the County be required to reimburse or compensate the Contractor for any type of funding deficit or shortfall caused by the Contractor or resulting from reduced revenue from any other source.
- b. The County shall have no financial obligation to the Contractor with regard to the Services covered by this Contract beyond the Term of this Contract.

End of Text for Article II

Exhibit 1
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.

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.

c. **Termination Notice**

Any notice providing for termination shall be delivered as provided for in paragraph 33 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).

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.

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

evidencing compliance with the aforesaid insurance requirements.

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

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

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

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

17. Nonsectarian Declaration

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

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 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 33 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.

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. Without limiting the generality of the foregoing, records directly related to contract expenditures shall be kept for a period of ten (10) years because the statute of limitations for the New York False Claims Act (New York False Claims Act § 192) is ten (10) years.

32. Certification Regarding Lobbying

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

33. 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 Exhibit 1

Exhibit 2
Suffolk County Legislative Requirements

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 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.”

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.

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 monies, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. **Youth Sports**

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

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

11. **Work Experience Participation**

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

12. **Safeguarding Personal Information of Minors**

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

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

13. **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 Exhibit 2

Exhibit 3
HIPAA Business Associate Agreement

Whereas, the Suffolk County Department of Health Services ("Covered Entity" or "County") and the Contractor ("Business Associate") (collectively "Parties") are subject to the Privacy and Security Rules (45 Code of Federal Regulations (CFR) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and

Whereas, the Parties are also subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was adopted as part of the American Recovery and Reinvestment Act of 2009 and which, along with HIPAA and the Privacy and Security Rules, imposed new requirements on Business Associates with respect to the privacy, security, and breach notification of Protected Health Information; and

Whereas, in the course of rendering services for Covered Entity pursuant to the Contract, as that term is defined herein, Business Associate may come into contact with, use, or disclose Protected Health Information, as that term is also defined herein; and

Whereas, the Federal privacy and security regulations set forth at 45 CFR Part 160 and 164, require Covered Entity to have a written memorandum with each of its Business Associates, pursuant to which Covered Entity obtains satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information that Business Associate may create or receive from or on behalf of the Covered Entity.

Now, therefore, in furtherance of their obligations under the Federal regulations regarding HIPAA and HITECH and for the term set forth on page one of the Contract, the Parties agree to the following terms and conditions:

I. General

A. HIPAA, HITECH and Omnibus Rule Compliance.

1. Business Associate and Covered Entity hereby agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this HIPAA Business Associate Agreement ("BA Agreement") between Business Associate and Covered Entity as if set forth in this BA Agreement in their entirety.
2. Business Associate shall, and shall require its agents or subcontractor(s), to be aware of the provisions of the "Omnibus Final Rule, 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA); Other Modifications to the HIPAA Rules" ("Omnibus Final Rule") that was published in the Federal Register on January 25, 2013, and effective March 26, 2013. Business Associate shall be in compliance on or before the enforcement date of the Omnibus Final Rule.
3. Business Associate shall cooperate with Covered Entity in executing any appropriate agreements necessary for compliance with HIPAA, HITECH, the Omnibus Final Rule, and any other federal and state laws and regulations relating to the protection and confidentiality of health information.

B. Definitions

1. **General.** Terms used but not otherwise defined in this HIPAA Business Associate Agreement ("BA Agreement") shall have the same meaning as those terms in the Privacy Rule and the Security Rule as further defined below.
2. **Specific**
 - a) "Breach" means acquisition, access, use, or disclosure, of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security or privacy of the Protected Health Information, as further defined in 45 CFR §164.402.
 - b) "Breach Notification Rule" means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164.
 - c) "Contract" means that agreement between Covered Entity and Business Associate pursuant to which the Underlying Services are provided, including any amendments or extensions thereto.
 - d) Designated Record Set means:
 - (1) A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a Covered Entity health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Covered Entity.

- e) "Electronic Protected Health Information" or "EPHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information that Business Associate receives, creates, maintains, uses, discloses, or transmits from, or on behalf of, Covered Entity.
- f) "Individual" has the same meaning as set forth in 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- g) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at set forth in 45 CFR parts 160 and 164.
- h) "Protected Health Information" or "PHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity. Protected Health Information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity shall include records of all services provided at Business Associate's facilities at the time such services are provided.
- i) "Required by Law" has the same meaning as set forth in 45 CFR § 164.103.
- j) "Secretary" means the Secretary of the United States Department of Health and Human Services (HHS) or his/her designee.
- k) "Security Incident" has the same meaning set forth at 45 CFR § 164.304.
- l) "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164.
- m) "Underlying Services" means, to the extent and only to the extent they involve the creation, maintenance, or transmission of PHI, the services performed by Business Associate for Covered Entity pursuant to the Contract.
- n) "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5, as set forth in CFR § 164.402.

II. Privacy Rule

A. Obligations and Activities of Business Associate

1. Compliance.

- a) Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law. In the event of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.
- b) In those instances where Covered Entity has delegated a duty of the Covered Entity to Business Associate and where such duty involves activities that are subject to the regulation of the Privacy Rule and/or the Security Rule, Business Associate shall comply with all provisions and requirements of the Privacy Rule and/or the Security Rule as would be applicable to Covered Entity were Covered Entity performing such duty.
- c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

2. Privacy Safeguards and Policies. Business Associate agrees to use all appropriate safeguards to prevent use or disclosure of PHI or EPHI in violation of the Privacy Rule, the Security Rule, or as may otherwise be prohibited by the Contract. This includes, but is not necessarily limited to, Business Associate implementing administrative, physical, and technical safeguards to reasonably and appropriately protect PHI against any reasonably anticipated threats or hazards, by utilizing the technology commercially available to Business Associate.

Without limiting the generality of the foregoing sentence, Business Associate will:

- a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule;

- b) Ensure that any agent(s) or subcontractor(s) of Business Associate, to whom Business Associate provides EPHI, agrees in writing to implement reasonable and appropriate safeguards to protect EPHI;
- c) Immediately report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which Business Associate becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and
- d) Immediately report to Covered Entity any breaches of Unsecured Protected Health Information as set forth in 45 CFR § 164.410 and any Security Incident of which it becomes aware.

3. **Potential Breach and Breach.**

- a) Business Associate agrees to exercise reasonable diligence, and implement reasonable systems, for the discovery of any attempted, or successful, acquisition, access, use, or disclosure which is not permitted under 45 CFR 164 subpart E, of the Privacy Rule (hereinafter, "Potential Breach"), and immediately report to Covered Entity any such Potential Breach.
- b) Business Associate agrees to assist Covered Entity in compliance with the Breach Notification Rule, including, but not limited to, agreeing to report to Covered Entity any modification, destruction of information, or interferences with system operations (e.g., operation of its information systems) of which it becomes aware.
- c) In recognition of Covered Entity's responsibility under the Breach Notification Rule to notify the subject of any Breach of PHI in violation of the Privacy Rule without unreasonable delay, but in no case later than sixty (60) days after discovery of a Breach, and in recognition that the date of the discovery of the Breach by Business Associate is imputed to Covered Entity, Business Associate shall transmit a report of a Breach or Potential Breach to Covered Entity immediately, but in no event later than three (3) days after discovery of any Breach or Potential Breach. Such reports shall be directed to the attention of Covered Entity's HIPAA Privacy Officer.
- d) Such reports shall include: date of report; date of Breach or Potential Breach; discovery date of Breach or Potential Breach; name, address and telephone number of any patient affected; description of what happened, including the names of any staff involved, types of information involved, whether the information was Unsecured Protected Health Information; description of what is being done to investigate and mitigate; steps patient(s) should take to protect themselves from harm resulting from Potential Breach; whether subject is living or deceased (if known); if deceased, name of next of kin or personal representative (if known); name, title and telephone number of submitting staff member.
- e) In the event that all facts and circumstances surrounding the Breach or Potential Breach are not known at the time of the report to Covered Entity, Business Associate shall continue its investigation and shall immediately provide Covered Entity's HIPAA Privacy Officer with all additional information resulting from such continued investigation.
- f) Business Associate shall promptly provide such additional information as is reasonably requested by Covered Entity to facilitate Covered Entity's analysis and determination of whether the Potential Breach is a Breach requiring notification of the subject of the breached PHI.
- g) Where Breach notification to the patient is required, after consultation with Business Associate, Covered Entity shall determine whether such Breach notification will be provided by Covered Entity or by Business Associate.
- h) Business Associate agrees to require its employees, agents, and subcontractors, to immediately report to Business Associate a Breach or Potential Breach. Immediately upon receipt of such report, Business Associate shall notify Covered Entity as set forth in sections II.A.3. c-g above.
- i) Failure to timely report a Breach or Potential Breach to Covered Entity may result in cancellation of the Contract.
- j) Business Associate agrees to mitigate any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Privacy Rule or any other laws, rules or regulations pertaining to the protection and confidentiality of health information.

4. **Business Associate's Agents and Subcontractors.** Business Associate agrees to ensure that any of its agents or subcontractors that receive, create, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

5. Access to Designated Record Sets.

- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.524, to the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set.
- b) The Covered Entity shall forward to Business Associate in a timely manner an Individual's request for access to, or a copy of, such Individual's PHI that is in the possession of Business Associate and/or Business Associate's agent(s) and/or Business Associate's subcontractor(s). Business Associate shall then make available the Individual's PHI to the Individual in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524.
- c) If Business Associate receives a request directly from an Individual for access to or a copy of the Individual's PHI and the PHI is in the sole possession of Business Associate and/or Business Associate's agents and/or Business Associate's subcontractor(s), Business Associate shall provide the Individual with access to or copies of the Individual's PHI in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524. Business Associate shall notify Covered Entity, in such form and manner as may be requested by Covered Entity, of the Individuals to whom it provided PHI in accordance with this subsection.
- d) If Business Associate receives a request for PHI not in its possession and in the possession of Covered Entity or receives a request from other than the Individual or Covered Entity, Business Associate shall promptly forward the request to Covered Entity, to the attention of Covered Entity's HIPAA Privacy Officer. Business Associate shall then assist Covered Entity as necessary in responding to the request in the manner required by 45 CFR § 164.524.
- e) If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations permit.

6. Amendments to Designated Record Sets.

- a) At the request of Covered Entity, Business Associate agrees to make any amendment(s) to an Individual's PHI in a Designated Record Set which may be in possession of Business Associate and which Covered Entity granted pursuant to 45 CFR § 164.526. Business Associate agrees to make such amendments in the time and manner designated by Covered Entity in order to assist with Covered Entity's compliance with 45 CFR § 164.526.
- b) If a request for amendment is made directly to Business Associate by an Individual, Business Associate shall consult with Covered Entity as to the request and act on such request in the same manner and time frame as would be required for Covered Entity by 45 CFR § 164.526. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the action taken regarding such request.

7. Accountings of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. Requests for Accountings of Disclosures.

- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.528, Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section II.A.7. of this BA Agreement.
- b) If a request for information collected in accordance with Section II.A.7. of this BA Agreement is made directly to Business Associate by an Individual, Business Associate shall act on such request in the manner and time frame as would be required for Covered Entity by 45 CFR § 164.528. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the information provided to the Individual.

9. Access to Books and Records. Business Associate shall make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to Covered Entity, or to the Secretary, in a time and manner requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

B. Permitted Uses and Disclosures by Business Associate.

1. Contract. Business Associate may create, maintain, or transmit PHI solely (1) as necessary to provide the Underlying Services to Covered Entity, provided that such disclosure is in compliance with each applicable requirement of the Privacy Rule and/or the Security Rule, (2) as required by Law or (3) as expressly otherwise

authorized under this BA Agreement. Business Associate shall not create, maintain, or transmit PHI for any other purpose or in any other manner.

2. Use and Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI for the proper management and administration of the health care operations of Business Associate or to carry out the legal responsibilities of Business Associate with respect to its health care operations provided that any such disclosures are Required by Law or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. Minimum Necessary.

1. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of the Privacy Rule.
2. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
3. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

- D. Permissible Requests by Covered Entity. Except as set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

III. Security Rule Compliance

A. Obligations and Activities of Business Associate

1. Compliance. Business Associate must comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule, including, without limitation, compliance with the provisions of 45 CFR 164 Subpart C. In case of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.
2. Security Safeguards and Policies.
 - a) Business Associate agrees to ensure that it has implemented administrative, physical and technical safeguards in accordance with the provisions of 45 CFR §§ 164.308, 164.310, and 164.312, which safeguards reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. This includes, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards.
 - b) Business Associate understands that it has an affirmative duty to perform a regular review or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. Business Associate shall maintain appropriate documentation of its compliance with the Security Rule, including, but not limited to, documentation related to its assessment of security risks.
3. Security Provisions in Business Associate Contracts. In accordance with 45 CFR § 164.308(b)(2), Business Associate agrees to ensure that any of its agents or subcontractors, that receive, create, maintain, or transmit electronic PHI on behalf of Business Associate agree, in writing, to comply with 45 CFR 164 Subpart C and agree to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.
4. Reporting of Security Incidents. Business Associate shall immediately report to Covered Entity's Privacy Officer any Security Incident (as defined by the Security Rule) of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).
5. Security Compliance Review Upon Request. Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by or received by Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
6. Cooperation in Security Compliance. Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

B. Electronic Transaction Standards.

1. Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").
2. Business Associate shall make software which it licenses to Covered Entity, if any, perform all Covered Transactions compliant, to the extent applicable, with HIPAA, HITECH, the Privacy Rule, and the Security Rule.
3. Business Associate represents and warrants that it is aware of all current HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements which become effective from time to time. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

IV. Term and Termination.

A. **Term.** Subject to section IV.D. below this BA Agreement shall be effective as of the effective date of the Contract and shall terminate on the date set forth on page 1 of the Contract, inclusive of options, 1) unless such term is amended by the Parties, in which case this BA shall terminate on the date set forth in such amendment or 2) unless terminated sooner by the Covered Entity pursuant to the terms of the Contract or this BA Agreement.

B. **Termination for Cause.** Business Associate authorizes termination of the Contract, including this BA Agreement, by Covered Entity, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the BA Agreement and, if an opportunity to cure is granted by Covered Entity, Business Associate has not cured the violation within the time specified by Covered Entity. It shall be in the sole discretion of Covered Entity as to whether to provide an opportunity to cure a violation of this BA Agreement prior to terminating the Contract for cause pursuant to this section.

C. **Obligations of Business Associate Upon Termination.**

1. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, including, without limitation, in electronic form. In lieu of returning such PHI, Covered Entity, in its sole discretion, may agree to allow Business Associate to destroy such PHI. In either event, Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of Business Associate's agents or subcontractors. Business Associate's agents and subcontractors shall not retain copies of PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity, in its sole discretion, determines that that return or destruction of PHI is not feasible, Business Associate shall:
 - a) extend the protections for PHI set forth in this BA Agreement to such PHI;
 - b) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information for as long as business associate retains the PHI; and
 - c) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, subject to the same conditions set forth in this BA Agreement as applied prior to termination or expiration.

D. **Survival.** The terms of this BA Agreement and the obligations of the Business Associate hereunder shall survive the termination or expiration of this BA Agreement and shall remain in effect until all PHI is destroyed or returned to Covered Entity.

V. Miscellaneous.

A. **Regulatory References.** A reference in this BA Agreement to a section in HIPAA or HITECH or any of the rules, regulations or federal guidance issued under HIPAA or HITECH means the section as in effect or as amended.

B. **Amendment.** The Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and/or HITECH.

C. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA and/or HITECH.

D. Conflict in Terms.

- a) The terms of this BA Agreement are hereby incorporated in their entirety into the Contract.
- b) Except as otherwise set forth in the BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Contract, the terms of this BA Agreement shall prevail with respect to PHI or EPHI.
- c) The terms of the Contract which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Contract, together with this BA Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original.

E. Other Obligations. This BA Agreement does not affect any other terms or obligations in the Contract between the Parties with respect to matters not involving the confidentiality, use, or disclosure of PHI or EPHI. This BA Agreement, however, does supersede all other obligations in the Contract between the Parties to the extent they involve the confidentiality, use, or disclosure of PHI or EPHI.

End of Text for Exhibit 3

Medical Record Custodial Services Agreement

This Agreement ("Agreement") is between the County of Suffolk ("County"), a municipal corporation of the State of New York, having its principal office at 300 Center Drive, Riverhead, New York 11901, acting through its duly constituted Department of Health Services ("Department"), located at 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739, and

Hudson River Healthcare, Inc. ("Contractor"), a New York not-for-profit corporation licensed to operate under Article 28 of the New York Public Health Law having offices at 1200 Brown Street, Peekskill, New York 10566 and 1037 Main Street, Peekskill, New York 10566.

The parties hereto desire to make available to the County Medical Record Custodial Services ("Services") for The Maxine S. Postal Tri-Community Health Center located at 1080 Sunrise Highway, Amityville, New York 11701 ("Health Center"), as further described in this Agreement.

- Term of Agreement:** Shall commence on Date and continue as more fully set forth in paragraphs 9 and 13 herein.
- Total Cost of Agreement:** No Cost to County.
- Terms and Conditions:** Shall be as set forth herein and in Exhibits A, B and C.

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

Signatures appear on the following page.

Rev. 3/17/14; Law No.
Medical Record Custodial Services Agreement
Hudson River Healthcare, Inc.

IFMS No. N/A
Contract No. 001-4100-0000-00-00109
Health Department Issued:

Hudson River Healthcare, Inc.

COUNTY OF SUFFOLK

By: _____
Anne Nolan
Chief Executive Officer

By: _____
Dennis M. Cohen
Chief Deputy County Executive

Federal Taxpayer ID. No. 13-2828349

Date: _____

Date: _____

Approved:
Department of Health Services

_____, hereby certifies
under penalties of perjury that I am an officer of
Hudson River Healthcare, Inc., that I have read and I
am familiar with §A5-7 of Article V of the Suffolk
County Code, and that Hudson River Healthcare, Inc.
meets all requirements to qualify for exemption
thereunder.

By: _____
Margaret B. Bermel, M.B.A.
Director of Health Administrative Services

Date: _____

Name

Recommended:
Division of Patient Care Services

Date

Approved as to Legality:
Dennis M. Brown
Suffolk County Attorney

By: _____
Mary L. Rosen
Senior Federal and State Aid Claims
Examiner

By: _____
Phyllis Seidman
Assistant County Attorney

Date: _____

Date: _____

Exhibit A
Terms and Conditions

Whereas, the County was the operator of the Health Center, licensed under Article 28 of the New York Public Health Law; and

Whereas, the County and the Contractor have agreed that, upon commencement of the Community Benefit Grant Contract (HSV Contract No. 001-4101-4980-00-00005) between the County and the Contractor, the Contractor shall become the operator of the Health Center; and

Whereas, the Parties desire to arrange for the transfer by the Department of maintenance, storage, and retention of all of the Health Center's current patient records and charts, including Master Card Files, whether paper or electronic that pre-date the effective date of this Agreement (the "Existing Records"), to the Contractor, to be held by the Contractor as custodian pursuant to the terms of this Agreement;

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

1. Existing Records. Existing Records means all current patient records and charts, including Master Card Files, whether paper or electronic that pre-date the effective date of this Agreement.
2. Master Card Files. Master Card Files are an Alphabetical file of 4X6 inch cards that are maintained in the Health Center's Medical Records Department. These cards contain information on each patient that receives services in the health center, including but not limited to demographic information, medical record archive information, deceased status, and some Protected Health Information ("PHI"). These documents must be maintained permanently.
3. New Records. New Records means all patient record entries and charts generated by the Contractor subsequent to the execution of this Agreement. "New Records" shall be the exclusive property of the Contractor. The Existing Records and New Records are herein collectively referred to as the "Combined Records."
4. Transfer of Custody. The County hereby transfers custody of the Existing Records to the Contractor for safekeeping and to facilitate the Contractor's continuation of care to patients who elect to be treated by the Contractor. The Contractor shall serve as custodian of the Existing Records for all purposes.
5. Business Associate Agreement. This Agreement is subject to the Health Insurance Portability and Accountability Act ("HIPAA"), as may be amended from time to time, and the Business Associate Agreement attached hereto and made a part hereof as Exhibit C.

6. Access to Records.
 - a. The County shall have the right to access the Existing Records for the purposes of investigating or defending medical malpractice claims, for verifying information for billing purposes or for internal or external audits, or for quality assurance reviews. Such records shall be provided within five (5) business days of request by the County. Existing Records requested and subpoenaed by legally authorized persons or entities shall be provided by the Contractor as required by such process.
 - b. In the event a patient, or other appropriate person under State and federal law (including, without limitation, a parent or guardian of an infant, a committee for an incompetent, a conservator or other person pursuant to court order), requests that a copy of a patient's medical records be provided to such person or to another healthcare provider or other entity pursuant to a HIPAA compliant authorization, the Contractor shall promptly forward a copy of the patient's records; provided, however, that in all instances, the Contractor shall comply with all provisions of State and federal law with respect to the confidentiality and production of such records.
7. Maintenance of Records by the Contractor. The Contractor, as custodian, shall accept, retain and store the Combined Records in accordance with HIPAA and all applicable legal and ethical requirements, as set forth in paragraph 5 above. The Combined Records shall be maintained in a manner that will allow for severance of the Existing Records from the Combined Records.
8. Storage of Records. Existing records shall be stored in a safe, secure, and accessible manner. Electronic documents shall be duplicated or backed up regularly.
9. Record Retention. Existing Records shall be retained for a minimum of ten (10) years from the date of discharge from care or death, or for minors, for three (3) years after the minor reaches the age of majority, which is currently eighteen (18) years of age. Notwithstanding the foregoing, the Contractor must comply with all federal, State and local record retention requirements, including, but not limited to, those for communicable diseases and tuberculosis.
10. Confidentiality.
 - a. The Contractor expressly agrees to preserve the confidentiality of all data and information shared, received, collected, or obtained as a result of this Agreement. No disclosure, redisclosure or release of such data or information is to be made, permitted, or encouraged by the Contractor or its officers or employees, except as expressly authorized by law. It is further understood and agreed that no such data or information is to be used for personal benefit. The Contractor further agrees that its employees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality.

b. Contractor Responsibilities Regarding AIDS and HIV-Related Information

- i.) The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or an HIV related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness.
- ii.) The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing Services, and in accordance with Section 2782 of the Public Health Law, are fully informed of the penalties and fines for redisclosure in violation of State law and regulation.
- iii.) The Contractor further agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

This information has been disclosed to you from confidential records that are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.

11. Destruction of Records. The Contractor shall be responsible for the ongoing process of identifying records which have met the required retention period and overseeing their destruction. The Contractor shall provide to the County, on a regular basis and at least one (1) month prior to destruction, a list of Existing Records scheduled to be destroyed. The County may request that any record(s) on said list be transferred back to the County for any reason or no reason. Existing Records, whether paper or electronic, shall be destroyed by the Contractor in compliance with applicable record retention schedules, as more fully set forth in paragraph 9 herein. Destruction shall be performed securely, professionally and in compliance with all applicable laws and regulations. The confidentiality of the records shall be maintained at all times. Contractor shall provide a certificate of verified destruction to the County within thirty (30) days of destruction.
12. Indemnification and Defense. 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 this Agreement.

13. Termination of Agreement. In the event that the Contractor ceases to operate the Health Center, this Agreement shall be deemed null and void and Contractor shall arrange to transfer the custody of the Existing Records, as may be directed by the County, to a successor health center or other appropriate health services provider upon the written consent of the County, as set forth in paragraph 15 herein, or to the County at a time and to a location to be determined by the County.
14. Contact Person. Upon execution of this Agreement, each party shall, in writing, designate a contact to whom communications regarding the Services may be directed.
15. Assignment. Contractor shall not delegate its duties under the Agreement, or assign, transfer, convey, sublet, or otherwise dispose of the Agreement, or any of its right, title or interest therein, or its power to execute the Agreement 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*.
16. Application.
 - a. The terms of this Agreement shall apply to all persons and contractors in the Contractor's employment and facility.
 - b. Except as otherwise provided herein, all rights and remedies set forth in this Agreement shall be in addition to and not exclusive of any other rights or remedies now or hereafter existing at law or in equity.
17. Notices. 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: a) to the Contractor at the address on page 1 of the Agreement and b) 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, (6th Floor), Hauppauge, New York, 11788.
18. Independent Contractor. The Contractor is not, and shall never be, considered an employee of the County for any purpose. Notwithstanding anything contained in this Agreement, the Agreement 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.
19. Severability. It is expressly agreed that if any term or provision of the Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable,

shall not be affected thereby, and every other term and provision of the Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

20. Waiver. Any consent or waiver executed in writing by a party shall be binding upon such party from and after the date of execution thereof unless a later or earlier date is specified therein. No delay or failure to exercise any remedy or right occurring upon any default shall be construed as a waiver of such remedy or right, or any acquiescence in such default, nor shall it affect any subsequent default of the same or a different nature.
21. Headings. All headings and captions in this Agreement are for convenience only. They shall not be deemed part of this Agreement and shall in no way define, limit, extend or describe the scope of intent of any provisions hereof.
22. Further Assurances. The parties shall execute and deliver all documents, provide all information and take or forbear from all such action as may reasonably be necessary and appropriate to achieve the purposes set forth in this Agreement.
23. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.
24. Venue and Acceptance of Service of Process
 - a. The Agreement 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.
 - b. At the option of any party bringing such action, proceeding or claim, service of legal process may be made upon any other party by transmitting a copy of such process by registered or certified mail, return receipt requested, postage prepaid, to such other party at the address set forth above. Such mailing shall be deemed personal service and shall be legal and binding upon the party so served in any such action, proceeding or claim.
25. No Intended Third Party Beneficiaries. The Agreement is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Agreement and no third party shall have the right to make any claim or assert any right under the Agreement.
26. Entire Agreement. This Agreement is the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, whether written or oral. It shall not be changed, except by a writing signed by both parties.

End of Text for Exhibit A

Exhibit B
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."

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.

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 III 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. Safeguarding Personal Information of Minors

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

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

Rev. 3/17/14; Law No.
Medical Record Custodial Services Agreement
Hudson River Healthcare, Inc.

IFMS No. N/A
Contract No. 001-4100-0000-00-00109
Health Department Issued:

13. 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 Exhibit B



Exhibit C
HIPAA Business Associate Agreement

Whereas, the Suffolk County Department of Health Services ("Covered Entity" or "County") and the Contractor ("Business Associate") (collectively "Parties") are subject to the Privacy and Security Rules (45 Code of Federal Regulations (CFR) Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191; and

Whereas, the Parties are also subject to the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which was adopted as part of the American Recovery and Reinvestment Act of 2009 and which, along with HIPAA and the Privacy and Security Rules, imposed new requirements on Business Associates with respect to the privacy, security, and breach notification of Protected Health Information; and

Whereas, in the course of rendering services for Covered Entity pursuant to the Contract, as that term is defined herein, Business Associate may come into contact with, use, or disclose Protected Health Information, as that term is also defined herein; and

Whereas, the Federal privacy and security regulations set forth at 45 CFR Part 160 and 164, require Covered Entity to have a written memorandum with each of its Business Associates, pursuant to which Covered Entity obtains satisfactory assurances that Business Associate will appropriately safeguard Protected Health Information that Business Associate may create or receive from or on behalf of the Covered Entity.

Now, therefore, in furtherance of their obligations under the Federal regulations regarding HIPAA and HITECH and for the term set forth on page one of the Contract, the Parties agree to the following terms and conditions:

I. General

1. HIPAA, HITECH and Omnibus Rule Compliance.

- a. Business Associate and Covered Entity hereby agree that the provisions of HIPAA and HITECH that apply to business associates and that are required to be incorporated by reference in a business associate agreement are incorporated into this HIPAA Business Associate Agreement ("BA Agreement") between Business Associate and Covered Entity as if set forth in this BA Agreement in their entirety.
- b. Business Associate shall, and shall require its agents or subcontractor(s), to be aware of the provisions of the "Omnibus Final Rule, 45 CFR Parts 160 and 164 Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules Under the Health Information Technology for Economic and Clinical Health Act (HITECH) and the Genetic Information Nondiscrimination Act (GINA); Other Modifications to the HIPAA Rules" ("Omnibus Final Rule") that was published in the Federal Register on January 25, 2013, and effective March 26, 2013. Business Associate shall be in compliance on or before the enforcement date of the Omnibus Final Rule.
- c. Business Associate shall cooperate with Covered Entity in executing any appropriate agreements necessary for compliance with HIPAA, HITECH, the

Omnibus Final Rule, and any other federal and state laws and regulations relating to the protection and confidentiality of health information.

2. **Definitions**

a. **General.** Terms used but not otherwise defined in this HIPAA Business Associate Agreement (“BA Agreement”) shall have the same meaning as those terms in the Privacy Rule and the Security Rule as further defined below.

b. **Specific**

- i. “Breach” means acquisition, access, use, or disclosure, of Protected Health Information in a manner not permitted under the HIPAA Privacy Rule, which compromises the security or privacy of the Protected Health Information, as further defined in 45 CFR §164.402.
- ii. “Breach Notification Rule” means the federal breach notification regulations, as amended from time to time, issued under HIPAA and set forth in 45 CFR Parts 160 and 164.
- iii. “Contract” means that agreement between Covered Entity and Business Associate pursuant to which the Underlying Services are provided, including any amendments or extensions thereto.
- iv. Designated Record Set means:
 - (1) A group of records maintained by or for Covered Entity that is:
 - (i) The medical records and billing records about individuals maintained by or for a Covered Entity health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for Covered Entity.
- v. “Electronic Protected Health Information” or “EPHI” has the same meaning as set forth in 45 CFR § 160.103, limited to the information that Business Associate receives, creates, maintains, uses, discloses, or transmits from, or on behalf of, Covered Entity.
- vi. “Individual” has the same meaning as set forth in 45 CFR §160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- vii. “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at set forth in 45 CFR parts 160 and 164.

- viii. "Protected Health Information" or "PHI" has the same meaning as set forth in 45 CFR § 160.103, limited to the information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity. Protected Health Information received, created, maintained, or transmitted by Business Associate from, or on behalf of, Covered Entity shall include records of all services provided at Business Associate's facilities at the time such services are provided.
- ix. "Required by Law" has the same meaning as set forth in 45 CFR § 164.103.
- x. "Secretary" means the Secretary of the United States Department of Health and Human Services (HHS) or his/her designee.
- xi. "Security Incident" has the same meaning set forth at 45 CFR § 164.304.
- xii. "Security Rule" means the Security Standards set forth at 45 CFR Parts 160 and 164.
- xiii. "Underlying Services" means, to the extent and only to the extent they involve the creation, maintenance, or transmission of PHI, the services performed by Business Associate for Covered Entity pursuant to the Contract.
- xiv. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. Law 111-5, as set forth in CFR § 164.402.

II. Privacy Rule

A. Obligations and Activities of Business Associate

1. Compliance.

- a) Business Associate agrees to fully comply with the requirements under the Privacy Rule applicable to "business associates," as that term is defined in the Privacy Rule and not use or further disclose PHI other than as permitted or required by the Contract or as Required by Law. In the event of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.
- b) In those instances where Covered Entity has delegated a duty of the Covered Entity to Business Associate and where such duty involves activities that are subject to the regulation of the Privacy Rule and/or the Security Rule, Business Associate shall comply with all provisions and requirements of the Privacy Rule and/or the Security Rule as would be applicable to Covered Entity were Covered Entity performing such duty.
- c) Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity.

2. **Privacy Safeguards and Policies.** Business Associate agrees to use all appropriate safeguards to prevent use or disclosure of PHI or EPHI in violation of the Privacy Rule, the Security Rule, or as may otherwise be prohibited by the Contract. This includes, but is not necessarily limited to, Business Associate implementing administrative, physical, and technical safeguards to reasonably and appropriately protect PHI against any reasonably anticipated threats or hazards, by utilizing the technology commercially available to Business Associate.

Without limiting the generality of the foregoing sentence, Business Associate will:

- a) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI as required by the Security Rule;
- b) Ensure that any agent(s) or subcontractor(s) of Business Associate, to whom Business Associate provides EPHI, agrees in writing to implement reasonable and appropriate safeguards to protect EPHI;
- c) Immediately report to Covered Entity any use or disclosure of PHI not provided for by this BA Agreement of which Business Associate becomes aware in accordance with 45 CFR § 164.504(e)(2)(ii)(C); and
- d) Immediately report to Covered Entity any breaches of Unsecured Protected Health Information as set forth in 45 CFR § 164.410 and any Security Incident of which it becomes aware.

3. **Potential Breach and Breach.**

- a) Business Associate agrees to exercise reasonable diligence, and implement reasonable systems, for the discovery of any attempted, or successful, acquisition, access, use, or disclosure which is not permitted under 45 CFR 164 subpart E of the Privacy Rule (hereinafter, "Potential Breach"), and immediately report to Covered Entity any such Potential Breach.
- b) Business Associate agrees to assist Covered Entity in compliance with the Breach Notification Rule, including, but not limited to, agreeing to report to Covered Entity any modification, destruction of information, or interferences with system operations (e.g., operation of its information systems) of which it becomes aware.
- c) In recognition of Covered Entity's responsibility under the Breach Notification Rule to notify the subject of any Breach of PHI in violation of the Privacy Rule without unreasonable delay, but in no case later than sixty (60) days after discovery of a Breach, and in recognition that the date of the discovery of the Breach by Business Associate is imputed to Covered Entity, Business Associate shall transmit a report of a Breach or Potential Breach to Covered Entity immediately, but in no event later than three (3) days after discovery of any Breach or Potential Breach. Such reports shall be directed to the attention of Covered Entity's HIPAA Privacy Officer.

- d) Such reports shall include: date of report; date of Breach or Potential Breach; discovery date of Breach or Potential Breach; name, address and telephone number of any patient affected; description of what happened, including the names of any staff involved, types of information involved, whether the information was Unsecured Protected Health Information; description of what is being done to investigate and mitigate; steps patient(s) should take to protect themselves from harm resulting from Potential Breach; whether subject is living or deceased (if known); if deceased, name of next of kin or personal representative (if known); name, title and telephone number of submitting staff member.
 - e) In the event that all facts and circumstances surrounding the Breach or Potential Breach are not known at the time of the report to Covered Entity, Business Associate shall continue its investigation and shall immediately provide Covered Entity's HIPAA Privacy Officer with all additional information resulting from such continued investigation.
 - f) Business Associate shall promptly provide such additional information as is reasonably requested by Covered Entity to facilitate Covered Entity's analysis and determination of whether the Potential Breach is a Breach requiring notification of the subject of the breached PHI.
 - g) Where Breach notification to the patient is required, after consultation with Business Associate, Covered Entity shall determine whether such Breach notification will be provided by Covered Entity or by Business Associate.
 - h) Business Associate agrees to require its employees, agents, and subcontractors, to immediately report to Business Associate a Breach or Potential Breach. Immediately upon receipt of such report, Business Associate shall notify Covered Entity as set forth in sections II.A.3. c-g above.
 - i) Failure to timely report a Breach or Potential Breach to Covered Entity may result in cancellation of the Contract.
 - j) Business Associate agrees to mitigate any harmful effect known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Privacy Rule or any other laws, rules or regulations pertaining to the protection and confidentiality of health information.
4. **Business Associate's Agents and Subcontractors.** Business Associate agrees to ensure that any of its agents or subcontractors that receive, create, maintain, or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.
5. **Access to Designated Record Sets.**
- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.524, to the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to provide access, at

the request of Covered Entity and in the time and manner designated by Covered Entity, to PHI in a Designated Record Set.

- b) The Covered Entity shall forward to Business Associate in a timely manner an Individual's request for access to, or a copy of, such Individual's PHI that is in the possession of Business Associate and/or Business Associate's agent(s) and/or Business Associate's subcontractor(s). Business Associate shall then make available the Individual's PHI to the Individual in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524.
- c) If Business Associate receives a request directly from an Individual for access to or a copy of the Individual's PHI and the PHI is in the sole possession of Business Associate and/or Business Associate's agents and/or Business Associate's subcontractor(s), Business Associate shall provide the Individual with access to or copies of the Individual's PHI in the same manner and time frame as would be required for Covered Entity pursuant 45 CFR § 164.524. Business Associate shall notify Covered Entity, in such form and manner as may be requested by Covered Entity, of the Individuals to whom it provided PHI in accordance with this subsection.
- d) If Business Associate receives a request for PHI not in its possession and in the possession of Covered Entity or receives a request from other than the Individual or Covered Entity, Business Associate shall promptly forward the request to Covered Entity, to the attention of Covered Entity's HIPAA Privacy Officer. Business Associate shall then assist Covered Entity as necessary in responding to the request in the manner required by 45 CFR § 164.524.
- e) If Business Associate provides copies of PHI to the Individual, it may charge a reasonable fee for the copies as the regulations permit.

6. **Amendments to Designated Record Sets.**

- a) At the request of Covered Entity, Business Associate agrees to make any amendment(s) to an Individual's PHI in a Designated Record Set which may be in possession of Business Associate and which Covered Entity granted pursuant to 45 CFR §164.526. Business Associate agrees to make such amendments in the time and manner designated by Covered Entity in order to assist with Covered Entity's compliance with 45 CFR §164.526.
- b) If a request for amendment is made directly to Business Associate by an Individual, Business Associate shall consult with Covered Entity as to the request and act on such request in the same manner and time frame as would be required for Covered Entity by 45 CFR §164.526. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the action taken regarding such request.

7. **Accountings of Disclosures.** Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered

Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528.

8. **Requests for Accountings of Disclosures**

- a) In order to assist Covered Entity in meeting the requirements under 45 CFR § 164.528, Business Associate agrees to provide to Covered Entity, in the time and manner designated by Covered Entity, information collected in accordance with Section II.A.7. of this BA Agreement.
- b) If a request for information collected in accordance with Section II.A.7. of this BA Agreement is made directly to Business Associate by an Individual, Business Associate shall act on such request in the manner and time frame as would be required for Covered Entity by 45 CFR §164.528. Business Associate shall notify Covered Entity's HIPAA Privacy Officer in writing of the information provided to the Individual.

9. **Access to Books and Records.** Business Associate shall make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate, on behalf of Covered Entity, available to Covered Entity, or to the Secretary, in a time and manner requested by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

B. **Permitted Uses and Disclosures by Business Associate**

1. **Contract.** Business Associate may create, maintain, or transmit PHI solely (1) as necessary to provide the Underlying Services to Covered Entity, provided that such disclosure is in compliance with each applicable requirement of the Privacy Rule and/or the Security Rule, (2) as required by Law or (3) as expressly otherwise authorized under this BA Agreement. Business Associate shall not create, maintain, or transmit PHI for any other purpose or in any other manner.

2. **Use and Disclosure for Administration of Business Associate.** Except as otherwise limited in this BA Agreement, Business Associate may use or disclose PHI for the proper management and administration of the health care operations of Business Associate or to carry out the legal responsibilities of Business Associate with respect to its health care operations provided that any such disclosures are Required by Law or that Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

C. **Minimum Necessary.**

1. Business Associate agrees it must use reasonable efforts to limit any use, disclosure, or request for use or disclosure of PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance

with the requirements of the Privacy Rule.

2. Business Associate represents to Covered Entity that all its uses and disclosures of, or requests for PHI shall be the minimum necessary in accordance with the Privacy Rule requirements.
3. Covered Entity may, pursuant to the Privacy Rule, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

D. **Permissible Requests by Covered Entity.** Except as set forth herein, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

III. Security Rule Compliance

A. Obligations and Activities of Business Associate

1. **Compliance.** Business Associate must comply with the requirements under the Security Rule applicable to "business associates," as that term is defined in the Security Rule, including, without limitation, compliance with the provisions of 45 CFR 164 Subpart C. In case of any conflict between this BA Agreement and the Contract, this BA Agreement shall govern.

2. Security Safeguards and Policies

a) Business Associate agrees to ensure that it has implemented administrative, physical and technical safeguards in accordance with the provisions of 45 CFR §§ 164.308, 164.310, and 164.312, which safeguards reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. This includes, but is not limited to, the utilization of technology commercially available at the time to the Business Associate to protect Covered Entity's PHI against any reasonably anticipated threats or hazards.

b) Business Associate understands that it has an affirmative duty to perform a regular review, or assessment of security risks, conduct active risk management and supply best efforts to assure that only authorized persons and devices access its computing systems and information storage, and that only authorized transactions are allowed. Business Associate shall maintain appropriate documentation of its compliance with the Security Rule, including, but not limited to, documentation related to its assessment of security risks.

3. **Security Provisions in Business Associate Contracts.** In accordance with 45 CFR § 164.308(b)(2), Business Associate agrees to ensure that any of its agents or subcontractors, that receive, create, maintain, or transmit electronic PHI on behalf of Business Associate agree, in writing, to comply with 45 CFR 164 Subpart C and agree to the same restrictions, conditions, and requirements that apply to Business Associate through this BA Agreement with respect to such information.

4. **Reporting of Security Incidents.** Business Associate shall immediately report to Covered Entity's Privacy Officer any Security Incident (as defined by the Security Rule) of which Business Associate becomes aware in accordance with 45 CFR § 164.314(a)(2)(i)(C).
5. **Security Compliance Review Upon Request.** Business Associate shall make its internal practices, books, and records, including policies and procedures relating to the security of EPHI received from, created by or received by Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary, in a time and manner designated by the requester, for purposes of determining Covered Entity's or Business Associate's compliance with the Security Rule.
6. **Cooperation in Security Compliance.** Business Associate agrees to fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the Security Rule.

B. **Electronic Transaction Standards.**

1. Business Associate shall, to the extent applicable, comply with all HIPAA standards and requirements with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions").
2. Business Associate shall make software which it licenses to Covered Entity, if any, perform all Covered Transactions compliant, to the extent applicable, with HIPAA, HITECH, the Privacy Rule, and the Security Rule.
3. Business Associate represents and warrants that it is aware of all current HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA, HITECH, Privacy Rule and Security Rule standards and requirements which become effective from time to time. Business Associate agrees that its compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees.

IV. **Term and Termination.**

- A. **Term.** Subject to section IV.D. below this BA Agreement shall be effective as of the effective date of the Contract and shall terminate on the date set forth on page 1 of the Contract, inclusive of options, 1) unless such term is amended by the Parties, in which case this BA shall terminate on the date set forth in such amendment or 2) unless terminated sooner by the Covered Entity pursuant to the terms of the Contract or this BA Agreement.
- B. **Termination for Cause.** Business Associate authorizes termination of the Contract, including this BA Agreement, by Covered Entity, if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of the BA Agreement and, if an opportunity to cure is granted by Covered Entity, Business Associate has not cured the violation within the time specified by Covered Entity. It shall be in the sole discretion of Covered Entity as to whether to provide an opportunity to cure a violation of this BA Agreement prior to terminating the Contract for cause pursuant to this section.

C. **Obligations of Business Associate Upon Termination.**

1. Upon expiration or termination of this Agreement for any reason, Business Associate shall return to Covered Entity all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form, including, without limitation, in electronic form. In lieu of returning such PHI, Covered Entity, in its sole discretion, may agree to allow Business Associate to destroy such PHI. In either event, Business Associate shall retain no copies of the PHI. This provision shall also apply to PHI that is in the possession of Business Associate's agents or subcontractors. Business Associate's agents and subcontractors shall not retain copies of PHI.
2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If Covered Entity, in its sole discretion, determines that that return or destruction of PHI is not feasible, Business Associate shall:
 - a) extend the protections for PHI set forth in this BA Agreement to such PHI;
 - b) continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to EPHI to prevent use or disclosure of the protected health information for as long as business associate retains the PHI; and
 - c) not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, subject to the same conditions set forth in this BA Agreement as applied prior to termination or expiration.

D. **Survival.** The terms of this BA Agreement and the obligations of the Business Associate hereunder shall survive the termination or expiration of this BA Agreement and shall remain in effect until all PHI is destroyed or returned to Covered Entity.

V. **Miscellaneous.**

- A. **Regulatory References.** A reference in this BA Agreement to a section in HIPAA or HITECH or any of the rules, regulations or federal guidance issued under HIPAA or HITECH means the section as in effect or as amended.
- B. **Amendment.** The Parties agree to take such action as is necessary to amend the Contract from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA and/or HITECH.
- C. **Interpretation.** Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA and/or HITECH.
- D. **Conflict in Terms.**
 - a) The terms of this BA Agreement are hereby incorporated in their entirety into the Contract.
 - b) Except as otherwise set forth in the BA Agreement, in the event of a conflict

between the terms of this BA Agreement and the terms of the Contract, the terms of this BA Agreement shall prevail with respect to PHI or EPHI.

- c) The terms of the Contract which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. The Contract, together with this BA Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original.

E. **Other Obligations.** This BA Agreement does not affect any other terms or obligations in the Contract between the Parties with respect to matters, not involving the confidentiality, use, or disclosure of PHI or EPHI. This BA Agreement, however, does supersede all other obligations in the Contract between the Parties to the extent they involve the confidentiality, use, or disclosure of PHI or EPHI.

End of Text for Exhibit C

HIPAA BA 9/23/2013

LEASE AGREEMENT

COUNTY OF SUFFOLK

Landlord

and

HUDSON RIVER HEALTHCARE, INC.

Tenant

Date for Reference Purposes: _____, 2014

Premises: Maxine S. Postal Tri-Community Health Center
1080 Sunrise Highway, Amityville, New York

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- SECTION 46: INTERPRETATION
-
- EXHIBIT A - BUILDING PLAN
- EXHIBIT B - SUMMARY OF RESPONSIBILITIES
- EXHIBIT C - SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

**LEASE BETWEEN COUNTY OF SUFFOLK AND
HUDSON RIVER HEALTHCARE, INC.**

THIS LEASE ("**Lease**") is made as of the ___ day of _____, 2014, between the **COUNTY OF SUFFOLK** ("**County**"), a municipal corporation of the State of New York, having its principal office at the County Center in Riverhead, New York, 11901, acting through its duly constituted **DEPARTMENT OF PUBLIC WORKS** ("**Department**"), located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the **DEPARTMENT OF HEALTH SERVICES** ("**DHS**"), located at 3500 sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and **HUDSON RIVER HEALTHCARE, INC.** ("**HRHCare**"), a New York not for profit corporation licensed to operate under Article 28 of the New York Public Health Law with a principal office at 1200 Brown Street, Peekskill, New York 10566. The County and HRHCare may collectively be referred to as the "**Parties**" and each, individually, as a "**Party**."

WITNESSETH:

WHEREAS, the County has selected HRHCare, to establish, maintain, and operate a Federally Qualified Health Center ("**FOHC**") at the Maxine S. Postal Tri-Community Health Center, located at 1080 Sunrise Highway, Amityville, New York, as part of a plan to provide better and more comprehensive care to residents in the area with less net cost to the County. An FQHC receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act;

NOW THEREFORE, the County and HRHCare, in consideration of the mutual covenants contained herein hereby enter into this Lease upon the terms, covenants, and conditions set forth below.

SECTION 1. DESCRIPTION

Section 1.01 County hereby leases to HRHCare approximately 17,259 square feet of space in the building known as the Maxine S. Postal Tri-Community Health Center, together with all related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein and used in the operation of the Maxine S. Postal Tri-Community Health Center (collectively, the "**Premises**") located at 1080 Sunrise Highway, Amityville, New York, and further identified as a portion of:

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	0100	169	3	36.1

Section 1.02 HRHCare agrees to allow the County to use approximately 4,535 square feet of office space located at the Premises, together with the shared use common areas, bathrooms, kitchen area, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease, as shown on the floor plan attached hereto as **Exhibit A**, or as otherwise mutually agreed to by the Parties.

SECTION 2. PURPOSE

Section 2.01 The Parties hereto acknowledge that the County is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution

No. ____ - 2014, dated the ____ day of _____, 2014 (the "**Resolution**"), that the Resolution is incorporated herein by reference, and further that HRHCare has examined the Resolution. HRHCare acknowledges and agrees to use the Premises for the sole purpose of establishing and operating an FQHC.

Section 2.02 HRHCare shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Premises, (c) violate any legal requirements, (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (e) cause physical damage to the Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Premises (g) constitute a public or private nuisance.

For the purpose of this Lease and all agreements supplemented to this Lease, the term "**Legal Requirements**" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

Section 2.03 HRHCare agrees protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any such violation or breach of legal requirements occasioned by any act, neglect or omission of the HRHCare, its employees, servants, agents or volunteers in connection with this Lease and/or use of the Premises.

Section 2.04 HRHCare shall, at its sole cost and expense, duly procure and thereafter maintain throughout the term any and all required governmental licenses, permits and/or certificates required for the proper and lawful conduct in the Premises of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC.

SECTION 3. **TERM**

Section 3.01 The term of this Lease ("**Term**") and HRHCare's obligations hereunder shall commence on or about June 1, 2014, on the date that is one (1) day after the date on which the County delivers possession of the Premises for use by HRHCare in connection with the operation of a health center (the "**Commencement Date**"), and subject to the condition that the County and HRHCare shall have entered into a separate Community Benefit Grant Contract with the County, relating to operations at the Premises for the first five (5) years of the Term.

Section 3.02 The Term shall expire on May 31, 2026 ("**Expiration Date**") or on such earlier date that this Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a Business Day, then this Lease shall end on the next preceding Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term "Business Days" shall mean any day except a Saturday, a Sunday or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

SECTION 4. RENT

Section 4.01 HRHCare agrees to provide to the County in-kind consideration in the form of establishment, maintenance and operation of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC on the Premises.

Section 4.02 Any miscellaneous sums, charges, fees, expenses, or amounts (Miscellaneous Amounts) payable by HRHCare pursuant to the provisions of this Lease or pursuant to any applicable law, rule or regulation, shall be payable by HRHCare to the County within thirty (30) days after the County gives HRHCare written notice that such payment is due. The County shall have the same rights against HRHCare for default in the payment of such Miscellaneous Amounts as for default in the payment of rent.

Section 4.03 The HRHCare understands and agrees that, in the event the Lease is terminated HRHCare's obligation to pay any Miscellaneous Amounts due the County, through the date of termination shall survive such termination of the Lease and shall remain in full force and effect until the Miscellaneous Amounts are paid. HRHCare hereby specifically acknowledges that neither the survival of the obligation with respect to any such amounts nor any other provision of the Agreement shall grant or shall be deemed to grant any rights whatsoever to HRHCare to have the term of the Lease extended for any period beyond the end of the term as provided in **Section 3**, or affect in any way the County's right to terminate the Lease under **Section 22** hereof.

Section 4.04 Should HRHCare neglect to pay any charges for services supplied by the County (if any) when the same become due and payable, then the amount of said charges shall forthwith become, and shall under all circumstances and conditions be considered and be collectible as if the same were rent.

Section 4.05 HRHCare shall pay Miscellaneous Amounts without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to the County at the County's address set forth herein or at such other place as the County may designate in writing, in lawful currency of the United States of America. All remittances shall be made payable to "**Suffolk County Treasurer's Office.**"

SECTION 5. REAL ESTATE TAXES

HRHCare agrees to pay any taxes, assessments, or Payments In Lieu of Taxes ("PILOTS") which may be lawfully levied against HRHCare's occupancy or use of the Premises or any improvements placed thereon. Should any governmental authority require that a tax, assessment or PILOT be paid by HRHCare but collected by the County, for and on behalf of said government authority, and from time to time forwarded by the County to such governmental authority, the same shall be paid by HRHCare to the County when billed.

SECTION 6. UTILITIES

Section 6.01 All costs, fees, and charges for public or private utility services for the Premises during the Term, together with any taxes thereon, shall be a charge to HRHCare.

Section 7.05 HRHCare shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of the failure of HRHCare to comply with *Section 7.04* and shall indemnify and save County harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of HRHCare's failure to comply with the foregoing, and HRHCare shall not call upon County for any disbursement or outlay whatsoever in connection therewith, and hereby expressly releases and discharges County, its officers, employees, agents, servants, and contractors of and from any liability therefore. HRHCare, at its sole cost and expense, may, by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount or validity or application, in whole or in part, of any Requirement, provided that if a lien is filed against the Premises by reason of any failure of HRHCare to comply with any such Requirement pending such contest, HRHCare shall have furnished such security, if any, as may be required in the proceedings or which will discharge such lien (by substitution or otherwise) against the Premises, or is otherwise reasonably satisfactory to County.

Section 7.06 Any and all patient information which HRHCare may obtain as a result of its access to the Premises prior to the Commencement Date shall be kept confidential pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and applicable State and local laws and regulations.

Section 7.07 HRHCare hereby agrees to hold the County and its respective officers, directors, agents, insurers and employees harmless from any and all liabilities, obligations, damages, penalties, actions, judgments, suits, costs, claims, losses, expenses, including reasonable attorney's fees, or disbursements of any kind and nature whatsoever which may be imposed upon, incurred by, or asserted against the County arising directly or indirectly out of, or in connection with, HRHCare's access to and use of the Premises prior to the Commencement Date, except to the extent that the losses or damages arise from the County's negligence or misconduct.

Section 7.08 HRHCare shall assume all liability on account of injury to any persons or entities, or damage to any property arising, directly or indirectly, out of or in connection with or from HRHCare's intentional acts, negligence, or misuse in connection with the use of the Premises or presence thereon, or the negligence of HRHCare's agents, employees, contractors, subcontractors, licensees, invitees, personnel, or representatives.

Section 7.09 HRHCare shall submit a written schedule of activities in a format to be determined by the County, for any and all activities contemplated for prior access, which schedule shall require prior approval by the County. Such approval shall not be unreasonably withheld.

SECTION 8. NO WARRANTIES BY COUNTY

Section 8.01 HRHCare acknowledges that HRHCare is leasing the Premises "AS IS" and County shall not be required to perform any work or furnish any materials in connection with the Premises.

Section 8.02 Except as otherwise set forth in this Lease, (i) County makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Premises or any part thereof, and (ii) County shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.

Section 8.03 Except as may be otherwise expressly provided in the Lease, County shall not be obligated to provide any services to HRHCare.

SECTION 9. CARE AND REPAIR OF PREMISES BY HRHCARE

Section 9.01 It shall be HRHCare's sole obligation to take good care of the Premises and make and be responsible for any and all repairs, maintenance, replacements or renovations required. HRHCare shall perform any work required to accommodate the needs of HRHCare. All work is to be conducted in a good and workmanlike manner, in accordance with **Section 13** below, at HRHCare's sole cost and expense. Such repairs and replacements, ordinary as well as extraordinary, shall be made promptly as and when necessary. All repairs and replacements shall be of good workmanship and of quality and class at least equal to the original work or equal to the subsequently renovated and improved work.

Section 9.02 On default of HRHCare in making such repairs or replacements, upon ten (10) days written Notice to HRHCare, County may, but shall not be required, to make such repairs and replacements for HRHCare's account. The expenses thereof shall be a cost to HRHCare, payable in accordance with *Section 4.04* above.

Section 9.03 HRHCare agrees to perform maintenance and make repairs and replacements in any case where County, in its reasonable judgment, determines that it is necessary to do so in order to preserve the safety of the Premises, or to correct any condition which reasonably could cause injuries or damages to persons or property.

SECTION 10. HRHCARE'S SERVICES OBLIGATIONS

Section 10.01 Throughout the entire Term, HRHCare shall provide administrative, management and primary healthcare services ("Services") at the Tri Community Health Center, located at the Premises, as more fully set forth below:

- a. HRHCare warrants that it is, and shall remain during the term of this Lease, an Article 28 licensed facility pursuant to New York State Public Health Law and HRHCare shall notify DHS within one (1) business day of any changes relative to its status as an Article 28 licensed facility.
- b. HRHCare warrants that it is, and shall remain during the term of this contract, an FQHC that receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act to provide or arrange for the provision of high quality, cost effective community-based comprehensive primary and preventive health care and related services to medically underserved communities and HRHCare shall immediately notify DHS of any changes relative to its status as an FQHC.
- c. In accordance with applicable laws, including HRHCare's Board of Directors bylaws and nominating process, HRHCare agrees that its Board of Directors shall include two (2) Suffolk County residents for the Term of this Lease.
- d. HRHCare shall maintain the name "Maxine S. Postal Tri-Community Health Center" both on the exterior façade of the Premises and on all documents required for operation of the facility. Nothing in this Section shall prohibit

HRHCare from using its own name in addition to the Maxine S. Postal Tri-Community Health Center.

Section 10.02 In years five (5) through twelve (12) of the Term of this Lease, HRHCare shall be responsible for issuing timely reports in writing, and/or in electronic format, on the status of the operation of the health center on the Premises in a form and manner as may reasonably be requested by DHS including but not limited to copies of annual reports provided by HRHCare to State and federal entities.

Section 10.03 HRHCare agrees that for the Term of this Lease and for the period of time that the HRHCare is operating the Health Center in the Premises, HRHCare shall provide adequate space, approximately 650 square feet, and telephone service in the Health Center, at no additional cost to the County, for County staff and equipment to operate the Women, Infants and Children's ("WIC") Nutrition Program at this location.

Section 10.04 HRHCare agrees to provide, at no cost to the County, janitorial services, security service, and such other building services provided in the Premises in connection with the space reserved for use by the County. HRHCare further agrees to provide to the County all utility services for the Premises in connection with the space reserved for use by the County, except telephone and data, at no cost to the County.

SECTION 11. ALTERATIONS

Section 11.01 HRHCare shall not make any Alterations to the Premises or which affect or pertain to any "Building Systems," without the prior written consent of the County. For the purposes of this Lease, the term "Building Systems" is defined as any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport and other systems and equipment. HRHCare shall deliver to the County a copy of the Approved Final Plans and Specifications which show the actual construction for all Alterations.

Section 11.02 In addition to, and without limiting the generality of, the provisions of **Section 9**, HRHCare shall be solely responsible for and shall, to the extent permitted by law, indemnify the County from and against all claims arising out of or relating to any Alteration performed by HRHCare or HRHCare's officers, employees, contractors, sub-contractors, agents, or representatives. HRHCare shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates required by any Legal Requirement or Governmental Authority and (upon completion) certificates of final approval thereof and shall promptly deliver to the Landlord duplicates of all such permits, approvals and certificates. HRHCare agrees to carry, and to cause HRHCare's contractors and sub-contractors to carry, such workmen's compensation, general liability, personal and property damage and builder's risk insurance as the County may reasonably require in connection with any Alterations.

Section 11.03 All Alterations and/or improvements (excluding HRHCare's trade fixtures, moveable office furniture and moveable equipment) installed in the Premises, either by HRHCare or by the County on HRHCare's behalf, shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the Lease, unless the County consents otherwise and/or the County notifies HRHCare that it elects to have them removed by HRHCare upon the expiration or earlier termination of this Lease, in which event, the same shall be removed from the Premises by HRHCare at HRHCare's cost and expense and HRHCare shall repair any damage to the Premises due to such removal. Nothing in this **Section 11** shall be construed to give the County title to or to prevent HRHCare's removal of its trade fixtures, moveable office furniture

and equipment. HRHCare shall, at HRHCare's sole cost and expense, remove all of the HRHCare's personal property and those improvements made by the HRHCare which have not become the property of the County and surrender the Premises in a broom-clean condition, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse of neglect by HRHCare or HRHCare's agents, servants, or visitors excepted.

Section 11.04 County is under no obligation to repair, rebuild or replace any real and/or personal property in the event of loss.

SECTION 12. RIGHT OF ENTRY - INSPECTION

Section 12.01 At any time during the Term, the agents and employees of the County may, upon reasonable notice to HRHCare, enter upon the Premises to determine the potential or actual compliance by HRHCare with the requirements of this Lease.

Section 12.02 The County may enter the Premises at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Premises as necessary or desirable, or to perform any covenant, obligation or service contemplated in this Lease; provided however, that the County shall use reasonable efforts to provide advance notice of its access to the Premises and to cause a minimal amount of interference with HRHCare's use thereof.

SECTION 13. LIENS

Section 13.01 In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises by reason of HRHCare's acts or omissions or because of a claim against HRHCare, HRHCare shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from County. If HRHCare shall fail to cancel or discharge said lien or liens within said 90-day period, County may cancel or discharge the same and upon County's demand, HRHCare shall reimburse County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of all such costs, such reimbursement to be paid as Additional Rent.

SECTION 14. CARE OF PREMISES BY COUNTY

Section 14.01 Subject to the provisions of **Section 9**, and excepting damage arising out of the willful acts or negligence of HRHCare, its officers, employees, agents, or invitees, the County shall provide general maintenance of the parking lots, walkways, and landscaped areas of the Premises, and shall provide snow removal on all parking lots and walkways of the Premises;

Section 14.02 The County agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Premises caused by the negligence or willful misconduct of the County or its officers, employees, contractors, subcontractors, agents, or representatives.

15. PREVAILING WAGE

Section 15.01 HRHCare agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law in connection with any improvements or Alterations including, but not limited to the building lot, and all other portions of the Premises.

Section 15.02 No person performing, aiding in, or assisting in HRHCare's construction of any improvements or Alterations shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law.

Section 15.03 HRHCare, its contractors, and subcontractors shall file transcripts of original payrolls for the construction of any Alterations under this Lease, with the Department, within ten (10) days after its first payroll, and every thirty days thereafter, said payroll transcripts to be subscribed and affirmed as true under penalty of perjury. HRHCare, its contractors and subcontractors, shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations, to ensure that HRHCare, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRHCare, its contractors and/or subcontractors prior to the inspection.

Section 15.04 HRHCare agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the construction of any Alterations stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in this Lease between County of Suffolk and HRHCare; (ii) said contractors and subcontractors shall file transcripts of original payrolls for all work performed in connection with the construction and preparation of the Improvements under this Lease with the Department within ten (10) days after its first payroll, and every thirty days thereafter, said transcripts to be subscribed and affirmed as true under penalty of perjury and (iii) HRHCare, its contractors, and subcontractors shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations to ensure that HRHCare, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRHCare, its contractors and/or subcontractors prior to the inspection.

Section 15.05 During the construction of any Alterations, HRHCare shall maintain at the job site, and with County Department of Labor, a copy of all payrolls or transcripts thereof as would be required to be maintained pursuant to Section 220 of the New York Labor Law.

Section 15.06 During the construction of any Alterations, HRHCare shall provide to County employment attendance sheets for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form reasonably acceptable to County, containing such information as the Commissioner of the Department of Labor reasonably deems appropriate, including job classification, hours of employment, wage rate and supplements payable, and employer.

16.

**LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION
WITH CONTRACTS FOR CONSTRUCTION OR FUTURE
CONSTRUCTION**

This Lease is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Exhibit B entitled "Suffolk County Legislative Requirements." In accordance with this law, HRHCare and any contractor or subcontractor, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. HRHCare and any contractor or subcontractor, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction 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 Construction Site during such working hours.

SECTION 17. INSURANCE

Section 17.01 Unless otherwise specified by the County and agreed to by the Contractor, in writing, throughout the term of this Lease and continuing during any holdover period as described in **Section 26**, below, HRHCare shall, at its own cost and expense, procure, pay the entire premium for, and maintain insurance in amounts and types as follows:

- a. **COMMERCIAL GENERAL LIABILITY INSURANCE**, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence 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.
- b. **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. HRHCare shall furnish to the County, prior to execution of this Lease the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this Lease shall be void and of no effect unless HRHCare shall provide and maintain coverage during the term of this Lease for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
- c. **AUTOMOBILE LIABILITY INSURANCE** 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.
- d. **THEFT OR PILFERAGE** - HRHCare assumes responsibility for all injury to or destruction of or loss by theft or pilferage of HRHCare's materials, tools, machinery, equipment, appliances, and personal property of employees, from whatever cause.

Section 17.02 Any contractors and subcontractors who may at any time be involved with construction or reconstruction of the Premises on behalf of HRHCare shall be required to procure and maintain throughout the term of construction insurance in the amounts and types specified in *Section 17.01*. HRHCare must provide insurance, prior to construction, for any and all contractors including but not limited to, sub-contractors engaged by it for the Construction Work.

Section 17.03 All policies required under this **Section 15** shall be issued by insurance companies with an A.M. Best rating of A- or better.

Section 17.04 HRHCare shall furnish to the County, prior to the execution of the Lease, certificates of insurance and endorsement pages for each policy of insurance, other than a policy for commercial general liability insurance, evidencing compliance with the aforesaid

insurance requirements. In the case of commercial general liability insurance, HRHCare shall provide certificates of insurance and endorsement page naming the County as additional insureds on said policy. Prior to the Commencement Date, HRHCare shall furnish to the County Declaration Pages for each policy of insurance described above, evidencing compliance with the aforesaid insurance requirements. HRHCare represents that such endorsement pages being provided are part of each policy of insurance it has obtained that relates to this Lease.

Section 17.05 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 HRHCare to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy. Such Declaration Pages, certificates, policies, other evidence of insurance, and notices, shall be mailed to the Department at its address as set forth on the first page of this Lease or at other such address of which the County shall have given HRHCare written notice. Required limits of insurance are not to be modified by deductibles which the County deems excessive without the County's prior written permission.

SECTION 18. INDEMNIFICATION

Section 18.01 HRHCare hereby agrees to defend, indemnify and hold harmless the County, its officers, officials, employees, agents and servants (collectively, "**Indemnified Parties**") from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses which arise out of or in connection with this Lease and/or HRHCare's use of the Premises.

Section 18.02 HRHCare agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by the Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified Parties in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to HRHCare's use of the Premises.

Section 18.03 The County shall indemnify and hold harmless HRHCare from and against all claims, costs (including attorney's fees), losses and liabilities of whatsoever nature arising out of the misconduct, omissions, or negligence of the County, its officers, agents, servants or employees in connection with the Premises.

Section 18.04 The provisions of this **Section 18** shall survive the expiration or early termination of this Lease.

SECTION 19. SIGNS

Section 19.01 HRHCare shall not, without the prior written approval of the County, which approval shall not unreasonably be withheld, erect, maintain or display any advertising, signs, posters or similar devices at or on the Premises or elsewhere at the facility; provided, however, that on interior portions of the Premises which are not visible from the public roadways, HRHCare may install necessary directional and identification signs.

SECTION 20. DAMAGE TO PREMISES

Section 20.01 County shall not be obligated to maintain insurance for loss from fire or other peril causing damage or destruction to the real property of the County or to rebuild in the event of a partial or complete loss at the Premises. In the event of such a loss, this Lease shall terminate unless HRHCare shall promptly restore the Premises. Rent shall in any event abate for the period the Premises are uninhabitable. HRHCare may at its option obtain fire and other peril insurance for said Premises. Such insurance shall name County as an additional insured and shall contain a waiver of subrogation against County.

Section 20.02 The risk of loss or destruction from any peril to the furniture, fixtures, equipment of other personal property of HRHCare while on the Premises shall be borne by the HRHCare. It is further understood that the HRHCare waives any right to subrogation against the County for loss or destruction or from any period to the furniture, fixtures, equipment or other personal property of the HRHCare while on the said Premises except in cases due to any active or passive negligence of the County, its employees, officers and agents.

Section 20.03 If all or any part of the Premises is destroyed by fire or other casualty, the County shall have no obligation to restore the Premises. In such event, HRHCare may elect to terminate this Lease.

SECTION 21.

ASSIGNMENT AND SUBLETTING

Section 21.01 HRHCare shall not: (i) assign, sell, mortgage, pledge, encumber or in any manner transfer this Lease or the estate or term hereby granted in whole or in part, (ii) sublet all or any part of the Premises, or allow any other person to occupy all or any part thereof, or (iii) collect, assign or encumber any rents or other sums received by HRHCare under any Lease (each of which is a "transfer", and the respective transferring and transferred parties are a "transferor" and a "transferee"), without the prior written consent of the County, which consent shall not be unreasonably withheld. A transfer shall be deemed to include the use or occupancy of the Premises by any agency, contract agency, department, division or office of HRHCare, which use is not consistent with the use of the Premises permitted in **Section 2** or which use increases the cost to operate the Premises. An agreement where another person agrees to become responsible for all or a portion of HRHCare's obligations under this Lease shall be deemed a transfer.

Section 21.02 Notwithstanding anything contained herein to the contrary, in the event HRHCare requests the County's consent to a proposed transfer in writing, the County shall thereupon have thirty (30) days to exercise the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRHCare. Should HRHCare, in any other nature of transaction, permit or attempt to permit anyone other than HRHCare to occupy the Premises or any portion thereof, within thirty (30) days after the County's receipt of notice of such transaction, the County shall thereupon have the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRHCare. If the County exercises its option to retake the entire Premises and terminate this Lease, the Parties shall have no further obligation to one another except for monetary obligations which accrued prior to the effective date of termination.

SECTION 22.

DEFAULT REMEDIES/DAMAGES

Section 22.01 This Lease and the Term and estate hereby granted are subject to the limitation that,

- i) if HRHCare shall default in its obligation to establish, operate and maintain a health facility in accordance with the provisions of **Section 10** of this Lease, and any such default continues for thirty (30) days after the County shall give HRHCare a written notice specifying such default; or

- ii) if HRHCare defaults in the keeping, observance or performance of any other covenant or agreement set forth in this Lease, and if such default continues and is not cured within thirty (30) days after the County gives HRHCare notice specifying same, or, in the case of a default which for causes beyond HRHCare's reasonable control cannot with reasonable diligence be cured within such period of thirty (30) days, if HRHCare shall not immediately upon the giving of such notice, (a) advise the County of HRHCare's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same, then, in any such cases, in addition to any other remedy available at law or in equity, or
 - a. Filing by or the final adjudication against HRHCare of any petition in bankruptcy, or in the final adjudication of any petition for the appointment of a receiver or trustee for the assets or business of HRHCare; or
 - b. The making by the HRHCare of any general assignment for the benefit of creditors; or
 - c. The occurrence of any act which operates to deprive HRHCare permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein; or
 - d. The abandonment and discontinuance of the operation of HRHCare; or
 - e. The failure of HRHCare to maintain all required insurance and to furnish evidence of same within ten (10) days of written demand by County;

the County may give to HRHCare a notice (the "**Termination Notice**") of intention to end the Term of this Lease specifying a day not less than Seven (7) Business Days thereafter.

Section 22.02 Upon the giving of the Termination Notice in accordance with **Section 20** of this Lease, this Lease and the Term and estate hereby granted shall expire and terminate upon the day so specified in the Termination Notice as fully and completely and with the same force and effect as if the day so specified were the Expiration Date and all rights of HRHCare shall terminate.

Section 22.03 From and after any date upon which a Termination Notice is given to HRHCare, the County, without further notice, may enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove HRHCare and all other persons and property from the Premises and may have, hold and enjoy the Premises. As used in this Lease the words "**enter**" and "**re-enter**" are not restricted to their technical legal meanings.

Section 22.04 No waiver by any Party of a breach of any covenants, agreements, obligations or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other covenant, agreement, obligation or condition hereof. Failure by a Party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but the County shall have the right to declare any such default at any time thereafter.

Section 22.05 The rights and remedies hereby created are cumulative, and the use of one remedy shall not be construed to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law, in equity or otherwise. In the event of a breach or threatened breach on the part of the County, or HRHCare with respect to any of the covenants or agreements on the part of or on behalf of the County or HRHCare, to be kept, observed or performed, the County or HRHCare, as the case may be, shall also have the right of injunction. Any amounts paid by a Party to the other may be applied by the Party receiving such payment, in such Party's sole discretion, to any items then owing by the paying Party to the other under this Lease and receipt of a partial payment shall not be deemed to be an accord and satisfaction or waiver of the failure to make full payment unless otherwise agreed to in writing by the Parties hereto.

Section 22.06 If either the County or HRHCare shall fail to perform any of its obligations under this Lease ("non-performing party"), the other Party may perform the same at the expense of the non-performing party (i) immediately, with forty-eight (48) hours' notice to the non-performing Party, in the case of (a) an Emergency; (b) if such failure unreasonably interferes with the efficient operation of the building, (c) if such failure may result in a violation of any Legal Requirements or in the cancellation of any Required Insurance; and (ii) in any other case if such failure continues after ten (10) days from the date of the giving of written notice to the non-performing Party, of such Party's intention so to perform the same or, in the case of a failure which for causes beyond such Party's reasonable control cannot with reasonable diligence be cured within such ten (10) day period, such ten (10) day period shall be deemed extended if such Party immediately upon the receipt of such notice, (i) advises the other of its intention to institute all steps necessary to cure such failure and (ii) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same. If either the County or HRHCare performs any of the obligations of the non-performing party, the Party performing the work shall be entitled to reimbursement of the costs thereof, together with an administrative fee equal to ten percent (10%) of such costs, from the non-performing party, within forty-five (45) days after receipt by of the non-performing party of a written statement as to the amounts of such costs and fees incurred.

An "emergency" shall mean any situation where a reasonable person would conclude that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or HRHCare's ability to utilize the Premises for its intended purposes.

SECTION 23. LIQUIDATED DAMAGES

Section 23.01 HRHCare acknowledges that failure by HRHCare to establish, operate, or maintain a health facility in accordance with the provisions of **Section 10** of this Lease will cause the County to incur substantial economic damages and losses of types and in amounts which are impossible to compute or ascertain with certainty as a basis for recovery by the County of actual damages, including but not limited to costs associated

with recommencing operation of a health center in the community. Accordingly, without limiting any rights that the County may have in law or in equity in years one (1) through five (5) of the Term of this Lease, in years six (6) through twenty-three (23) of the Term of this Lease, in lieu of actual damages for a default of HRHCare's obligations under **Section 10** of this Lease, HRHCare agrees that liquidated damages may be assessed and recovered by the County as against HRHCare, without the County being required to present any evidence of the amount or character of actual damages sustained by reason thereof. HRHCare shall be liable to the County for payment of liquidated damages in the amount of **\$2,000,000.00**. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and HRHCare shall pay them to the County without limiting the County's right to terminate this Lease for default as provided in **Section 22**.

SECTION 24. NOTICES

Section 24.01 **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the Parties regarding this Lease shall be in writing and shall be given to the County or HRHCare, or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the Parties and must be delivered as follows: (a) if to the County, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with copies to the Department of Health Services, Attention: Commissioner, 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; (b) if to HRHCare, at HRHCare's address first set forth, or at such other address as the County or HRHCare, may designate in writing.

Section 24.02 **Notices Relating to Termination and/or Litigation:** In the event HRHCare or the County receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, the Party receiving such notice shall immediately deliver to the other, at the address set forth above, copies of all papers filed by or against it in such lawsuit or legal proceeding.

- i) Any communication or notice regarding termination shall be in writing and shall be given to the addresses set forth in *Section 20.01* or at such other addresses that may be specified in writing by the Parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.
- ii) Any notice by one Party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the

New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 24.03 Each Party shall give prompt written notice to the other Party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 25. NO COUNTY LIABILITY FOR HRHCARE'S FAILURE

Section 25.01 Failure of HRHCare to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives.

SECTION 26. SURRENDER OF PREMISES; HOLDOVER

Section 26.01 On the Expiration Date or upon the sooner termination of this Lease or upon any re-entry by the County, HRHCare shall, at its expense, quit, surrender, vacate and deliver the Premises to the County in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond HRHCare's reasonable control excepted, together with all improvements and fixtures therein. Upon the expiration or earlier termination of this Lease, HRHCare shall, at its expense, remove from the Premises all of HRHCare's personal property and any personal property of persons claiming by, through or under HRHCare and all non-approved Alterations, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal.

Section 26.02 Any personal property or Alterations remaining in the Premises after the early termination of this Lease shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit. If such property not so removed shall be sold, the County may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the County may be entitled. Any excess proceeds shall be the property of the County.

Section 26.03 Any personal property or Alterations remaining in the Premises after the Expiration Date shall be deemed to have been abandoned and either may be retained by the Landlord as its property or may be stored or disposed of as the Landlord may see fit. If such property not so removed shall be sold, the Landlord may receive and retain the proceeds of such sale and apply the same, at the Landlord's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the Landlord may be entitled. Any excess proceeds shall be the property of the Landlord.

Section 26.04 Rent and Taxes: Notwithstanding any other provision of this Lease, in the event HRHCare shall remain in possession of the Premises after the termination of this Lease without the execution of a new lease between HRHCare and the County, HRHCare, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenancy, and without waiving HRHCare's default or preventing the County from suing to obtain possession, shall be deemed to be occupying the Premises as a holdover, at a monthly rental equal to \$ _____ per month. In addition, HRHCare shall be liable to the County for the payment of Real Property Taxes, if any, and all other obligations of the County for the Premises not set forth in this Lease.

- a. Rent for the Premises payable by HRHCare during any holdover shall be payable to the County, at the County's address first set forth above, or at such other place designated by the County in writing, in equal monthly installments, in advance, on the first day of each calendar month.
- b. In addition to rent, HRHCare agrees to pay the County one-twelfth (1/12th) of any Real Estate Taxes levied upon the Premises in the current year, for each month, or portion thereof, which HRHCare is a holdover in the Premises, plus any penalties which may be assessed.
 - i) The term "**Real Estate Taxes**" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, payment in lieu of taxes ("**PILOT**"), or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against the owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land of which the Premises are a part, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, increase in taxes due to a sale of the property, or capital levy that is or may be imposed upon the property owner.

Section 26.03 The provisions of this **Section 26** shall survive the expiration or earlier termination of this Lease.

SECTION 27. USE OF THE ROOF

Section 27.01 The County shall be entitled to maintain, on the roof of the building, antennae, microwave transmitters, receivers, stands, sleds and other attachments and supports and other communications or radio equipment ("**County's Roof Equipment**").

Section 27.02 HRHCare shall allow access to the County's Roof Equipment during normal business hours of HRHCare. The County must be escorted by HRHCare's building management during non-business hours. HRHCare shall provide the County with emergency access on an "as needed basis" on the same basis that it provides such access to power, gas, and incumbent telecommunication service providers.

Section 27.03 HRHCare hereby agrees not to disturb the County's rights of possession, quiet use and enjoyment of the roof top.

Section 27.04 HRHCare shall not acquire any interest in any portion of the County's Roof Equipment or any appurtenance thereto which shall be located on or affixed to the Premises.

SECTION 28. ENVIRONMENTAL RESPONSIBILITIES

Section 28.01 HRHCare shall not use or suffer the use of all or any part of the Premises to treat, generate, store, dispose of, transfer, release, convey or recover illegal hazardous

substances. HRHCare shall immediately notify the County of the presence or suspected presence of any hazardous substances on or about the Premises and shall deliver to the copies of any notice received by HRHCare with respect to any hazardous substances relating thereto. HRHCare shall, to the greatest extent permitted by law, indemnify the County against and pay all costs, expenses, fines, penalties or damages which may be imposed upon the County by reason of HRHCare's failure to comply with the provisions of this **Section 28**.

Section 28.02 Subject to the provisions of *Section 28.01*, HRHCare, at its sole expense, shall comply with all Environmental Laws applicable to the Premises and shall give the County prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. The County shall cooperate with HRHCare's efforts hereunder; provided, however, that the County shall be required to incur any out of pocket costs in so doing. HRHCare shall, to the extent permitted by law, indemnify the County against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed upon the County by reason of or arising out of HRHCare's failure fully and promptly to comply with the provisions of this **Section 28**.

Section 28.03 The County represents and warrants that, to the best of its knowledge, all material Environmental Conditions at the Premises, of which the County is aware, have been disclosed to HRHCare.

Section 28.04 In addition to, and without limiting the generality of, the provisions of **Section 15**, HRHCare shall be solely responsible for and shall, to the extent permitted by law, indemnify and hold harmless the County from and against any claims arising out of or in connection with HRHCare's storage, management, treatment, generation, release, use and/or disposal of hazardous substances introduced in, on, or about the Premises by HRHCare, or arising out of or in connection with any Environmental Condition caused by HRHCare, or the removal, cleanup and restoration work and materials necessary to return the Premises to the condition existing prior to the appearance of HRHCare's hazardous substances.

Section 28.05 The provisions of this **Section 28** shall survive the expiration or earlier termination of this Lease.

SECTION 29. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 29.01 The Parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit C** and made a part hereof.

SECTION 30. PARAGRAPH HEADINGS

Section 30.01 The paragraph headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION 31. QUIET ENJOYMENT

Section 31.01 The County covenant that if and so long as HRHCare fully and faithfully performs the covenants hereof, HRHCare shall peaceably and quietly have, hold and enjoy the Premises for the term, subject to the provisions of this Lease.

SECTION 32. MISCELLANEOUS

Section 32.01 HRHCare may not record this Lease, any portion thereof, any memorandum thereof or make reference thereto in any other recorded document or instrument without the prior written consent of the County.

Section 32.02 The covenants and agreements contained in this Lease shall bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Section 32.03 The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to any person, males or females, shall in all instances be assumed as though fully expressed. References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Sections, Exhibits and Schedules of and to this Lease unless specified to the contrary.

Section 32.04 The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 32.05 In any action brought by County for the enforcement of the obligations of HRHCare, County shall be entitled to recover interest at the statutory rate and reasonable attorney's fees.

SECTION 33. NO REPRESENTATIONS

Section 33.01 The Parties have made no representations or promises, except as contained herein, or in some further writing signed by the Parties. The County has not made any representations or promises with respect to the physical condition of the Premises, permissible uses of the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by HRHCare by implication or otherwise except as expressly set forth in the provisions of this Lease.

SECTION 34. NO WAIVER; ORAL CHANGES

Section 34.01 The failure of any of the Parties to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally but only by an agreement in writing signed by HRHCare and the County.

SECTION 35. GOVERNING LAW

Section 35.01 This Lease shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

SECTION 36. COOPERATION ON CLAIMS

Section 36.01 Each of the Parties hereto agrees to render diligently to the others, without additional compensation, any and all cooperation, that may be required to defend the other Parties, its employees and designated representatives against any claim, demand or action that may be brought against the other Parties, its employees or designated representatives in connection with this Lease.

SECTION 37. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 37.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the Parties or to constitute HRHCare as an agent or employee of the County.

SECTION 38. BROKER

Section 38.01 HRHCare and the County, each to the other, represent and warrant that no broker or finder took any part in any dealings, negotiations, or consultations with respect to the Premises or this Lease. The Parties, each to the other, agree to indemnify, defend, and hold harmless the other against any claim, demand and judgment which may be made or obtained against said Party by any broker claiming a commission for bringing about this Lease.

SECTION 39. CERTIFICATION

Section 39.01 The Parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the Parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five percent (5%) of any party to this Lease.

SECTION 40. SUCCESSORS BOUND

Section 40.01 This Lease shall bind, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 41. COUNTY REPRESENTATIVES

Section 41.01 It is expressly understood and agreed by and between the Parties hereto that the officers, officials, employees and agents of the County are acting in a representative capacity for the County of Suffolk and not for their own benefit, and HRHCare shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 42. INDEPENDENT CONTRACTOR

Section 42.01 It is expressly agreed that HRHCare's status hereunder is that of an independent contractor. Neither HRHCare, nor any person hired by HRHCare shall be considered employees of the County for any purpose.

SECTION 43. EXECUTION BY HRHCARE

Section 43.01 HRHCare warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws, operating agreements and/or internal procedures.

SECTION 44. EXECUTION BY COUNTY

Section 44.01 The County warrants that its entry into this Lease was duly considered and authorized by the County Legislature and pursuant to law and/or local or internal procedures.

SECTION 45. SEVERABILITY

Section 45.01 It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 46. INTERPRETATION

Section 46.01 This Lease is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the Party causing this Lease to be drafted.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed and delivered as of the last date set forth below.

LANDLORD

COUNTY OF SUFFOLK

By: _____

Name: Dennis M. Cohen

Title: Chief Deputy County Executive

Date: _____

TENANT

HUDSON RIVER HEALTHCARE, INC.

By: _____

Name:

Title:

Date: _____

APPROVED AS TO LEGALITY:
Dennis M. Brown, Suffolk County Attorney

By: _____
Name: Basia Deren Braddish
Title: Assistant County Attorney

Date: _____

REVIEWED AND APPROVED:
DEPARTMENT OF HEALTH SERVICES

By: _____
Name: Margaret B. Bermel, M.B.A.
Title: Director of Health Administrative Services

Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of Hudson River Healthcare, Inc., that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Hudson River Healthcare, Inc. meets all requirements to qualify for exemption thereunder.

Name: _____

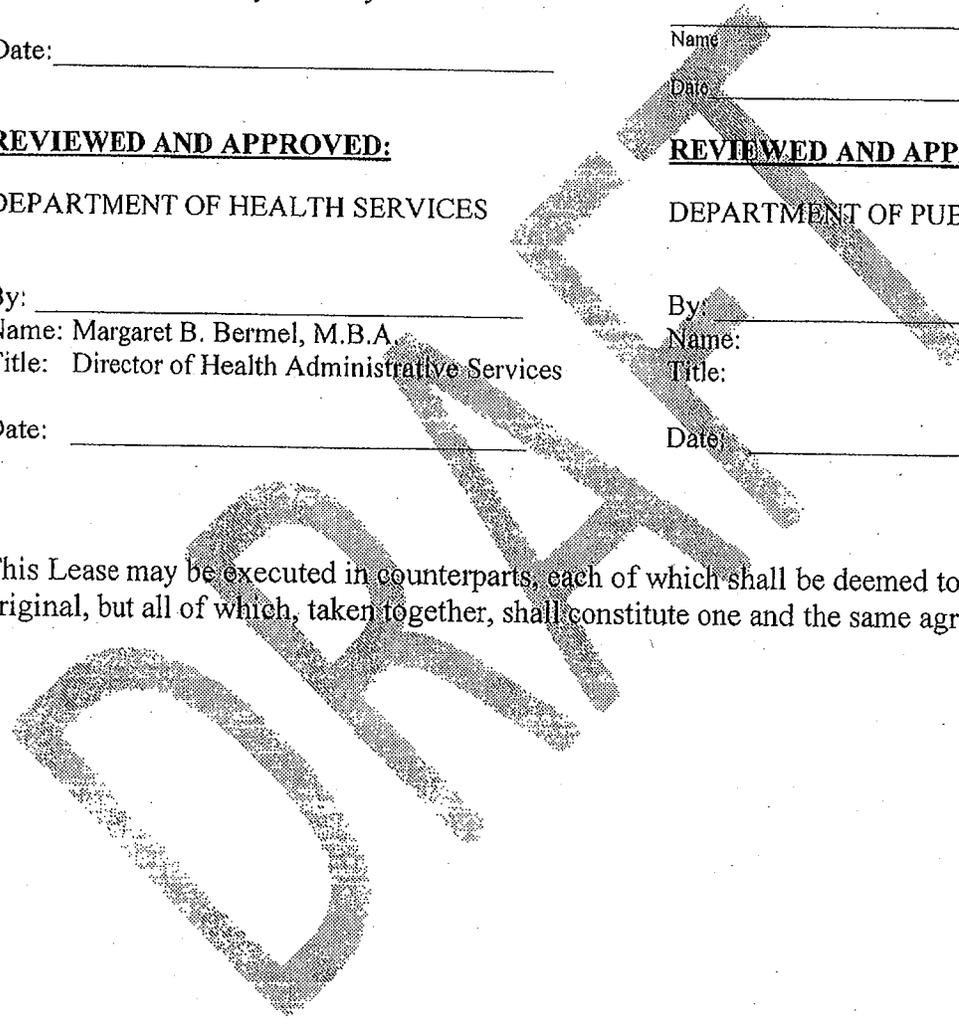
Date: _____

REVIEWED AND APPROVED:
DEPARTMENT OF PUBLIC WORKS

By: _____
Name: _____
Title: _____

Date: _____

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK}

SS:

COUNTY OF SUFFOLK}

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, *Chief Deputy County Executive*, personally known to me or proveyed to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**Exhibit A
Floor Plan**

(See Attached)

DRAFT

EXHIBIT B
Summary of Responsibilities

ITEM	COUNTY	HRHCare
1) UTILITIES (Proportionate share in accordance with <i>Section 6</i> of Lease)		
A) OIL		X
B) GAS		X
C) WATER		X
D) ELECTRICITY		X
2) H.V.A.C. EQUIPMENT		X
A) REPAIR & REPLACE		
B) ORDINARY PREVENTIVE MAINTENANCE		X
C) CHANGE AIR FILTER: QUARTERLY		X
3) ELECTRIC EQUIPMENT		X
A) REPAIR & REPLACE (See Note 1 below)		X
B) INTERIOR REPAIR & REPLACE, LAMP & BALLAST REPLACEMENT (See Note 2 below)		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING		X
D) PARKING FIELD & EXTERIOR BUILDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING		
A) ORDINARY REPAIR & REPLACE (See Note 3 below)		X
B) EVERYTHING FROM HOUSE TRAP OUT, MAINS		X
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS		X
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS		X
5) STRUCTURAL REPAIRS IN ACCORDANCE WITH SECTION 9 OF THE LEASE (roof & roofing, interior, drainage structures & systems, sewage structures & systems)		X

ITEM	COUNTY	HRHCare
A) REPAIR: sidewalks, curbs, ramps, driveways, parking areas	X	
6) CUSTODIAL		X
7) CLEAN WINDOWS - EXTERIOR, 1X/year		X
8) CARTAGE		X
A) MEDICAL WASTE		X
9) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
10) GROUNDS MAINTENANCE		
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL (Minimum 2X per year)	X	
11) INTERIOR REPAIR & MAINTENANCE (See Note 5 below)		X
12) INTERIOR PAINTING		X
15) GLAZING		X
16) TAXES (SEE SECTION 6)	N/A	
17) VERMIN AND RODENT EXTERMINATION		X
18) FIRE SPRINKLERS & RPZ - MAINTENANCE AND TESTING		X
19) FIRE AND SECURITY ALARM - INSTALLATION, MAINTENANCE AND REPAIR		X

EXHIBIT C

SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 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."

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.

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. Safeguarding Personal Information of Minors

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

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

information of any minor participating in their programs.

13. 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 Exhibit 2

Exhibit 6 - Tri-Community Health Center Equipment and Furnishings List

Tri-Community Health Center Equipment and Furnishing Transfer List

Health ID Tag	Description	Location	Serial No.	Condition	Manufacturer	Model	Purchase Cost
636	EMBOSSE	TRI-COMMUNITY HLTH CTR-AMITYVI	7957				5,916.92
637	EMBOSSE	TRI-COMMUNITY HLTH CTR-AMITYVI	7958				5,916.92
638	EMBOSSE	TRI-COMMUNITY HLTH CTR-AMITYVI	10961				7,425.74
640	CERVELLANCE DIG VIDEO COLPOSGPE	TRI-COMMUNITY HLTH CTR-AMITYVI	4119049				16,000.00
645	Leep Generatr & Smoke Evacuatt	TRI-COMMUNITY HLTH CTR-AMITYVI	110406	Good			5,299.00
646	Spacesaver Four Post Shelving	TRI-COMMUNITY HLTH CTR-AMITYVI	N/A				8,798.29
647	Spacesaver Four Post Shelving	TRI-COMMUNITY HLTH CTR-AMITYVI	N/A	Good			8,798.29
773	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000687441	Good	ADDRESSOGRAPH	2000	500.00
909	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13287	Excellent	Trac	700	500.00
910	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13294	Excellent	Trac	700	500.00
911	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13293	Excellent	Trac	700	500.00
912	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13288	Excellent	Trac	700	500.00
913	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13286	Excellent	Trac	700	500.00
914	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13296	Excellent	Trac	700	500.00
915	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13297	Excellent	Trac	700	500.00
916	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13295	Excellent	Trac	700	500.00
917	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13290	Excellent	Trac	700	500.00
918	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13292	Excellent	Trac	700	500.00
919	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13291	Excellent	Trac	700	500.00
920	microscope Y52	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	nikon	Y52	750.00
921	EMEV5	TRI-COMMUNITY HLTH CTR-AMITYVI	710062926	Good	Verifone	3750	817.00
922	Emedny	TRI-COMMUNITY HLTH CTR-AMITYVI	207432808	Good	Omni	3750	817.00
923	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
924	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
925	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
926	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
927	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
928	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
929	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
930	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
931	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
932	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,700.00
933	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,020.00
934	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,400.00
935	Waiting Room Chairs	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			1,400.00
936	mailing machine	TRI-COMMUNITY HLTH CTR-AMITYVI	3179129	New	Pittney Bowes	3C00	800.00
2142	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000133331		Newbold	2000	500.00
2143	Fetal Doppler - Portable	TRI-COMMUNITY HLTH CTR-AMITYVI			Huntleigh		500.00
2144	Fetal Doppler - Summit	TRI-COMMUNITY HLTH CTR-AMITYVI	LD008419	Good	Summit		500.00
2145	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn		500.00
2146	Crash Cart	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	0	0	1,500.00
2147	Pharmacy Refrig	TRI-COMMUNITY HLTH CTR-AMITYVI	9920021	Good	Sanyo Medical	MPRS14R	6,000.00
2148	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000142618	Good	Newbold	2000	500.00
2149	Pulse oximeter	TRI-COMMUNITY HLTH CTR-AMITYVI	705864260	Good	BCI	3301	465.00
2150	Pulse oximeter	TRI-COMMUNITY HLTH CTR-AMITYVI	703343073	Good	BCI	3301	465.00

Exhibit 6 - Tri-Community Health Center Equipment and Furnishings List

Health ID Tag	Description	Location	Serial No	Condition	Manufacturer	Model	Purchase Cost
2153	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000142622	Good	Newbold	2000	500.00
2154	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114493	Good	Newbold	2000	500.00
2155	Spirometer	TRI-COMMUNITY HLTH CTR-AMITYVI	20321	Good	Frontline	2000	1,576.00
2156	AutoClave - RITTER	TRI-COMMUNITY HLTH CTR-AMITYVI	34755	Good	Ritter	M9-022	1,800.00
2157	autoClave Ritter M11	TRI-COMMUNITY HLTH CTR-AMITYVI	Y260156	Good	Ritter	MI1622	1,800.00
2158	audiometer - maico	TRI-COMMUNITY HLTH CTR-AMITYVI	10670002705	Good	Burdick - Spacelabs	MA40	500.00
2160	EKG - Burdick	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Burdick - Spacelabs	Eclipse-850	3,254.00
2161	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter	309	2,932.00
2162	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter	304	1,600.00
2163	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn		500.00
2164	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	12754	Good	Trac	700	500.00
2165	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	549.00
2166	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter	309	2,932.00
2167	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	G1005305	Good	Ritter	304	1,600.00
2168	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn		500.00
2169	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	500.00
2170	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000121291	Good	Newbold	2000	500.00
2171	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter	309	2,932.00
2172	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	G1005305	Good	Ritter	304	1,600.00
2173	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn		500.00
2174	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	549.00
2175	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	309	2,932.00
2176	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	G1005327	Good	Ritter	304	1,600.00
2177	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter		500.00
2178	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	549.00
2179	vision screener - titmus	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	75	500.00
2180	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI	CSS2243	Good	Ritter	309	2,932.00
2181	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	G1005326	Good	Ritter	304	1,600.00
2182	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	549.00
2183	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13201	Good	Trac	700	500.00
2184	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn		500.00
2185	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	20001141186	Good	Newbold	2000	500.00
2186	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter	309	2,932.00
2187	Exam Table - UMF	TRI-COMMUNITY HLTH CTR-AMITYVI		Fair	UMF	5120	1,600.00
2188	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	500.00
2189	infant scale/table - Ritter	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Ritter	309	2,932.00
2190	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	G1005325	Good	Ritter	304	1,600.00
2191	addressograph 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000142619	Good	Ritter		500.00
2259	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	817.00
2260	Exam Table - UMF	TRI-COMMUNITY HLTH CTR-AMITYVI		Poor	UMF	5120	1,600.00
2261	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13198	Good	Trac	700	500.00
2262	Wall Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	549.00
2263	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn		500.00
2264	Exam Table - power	TRI-COMMUNITY HLTH CTR-AMITYVI	JX006572	Good	Midmark	411-016	6,494.66
2265	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13198	Good	Trac	700	500.00
2266	Wall-Mounted Oscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Allyn	767 Wall Transformer	549.00
2267	Exam Table 204	TRI-COMMUNITY HLTH CTR-AMITYVI	V560215	Good	Ritter	204	1,600.00

Exhibit 6 - Tri-Community Health Center Equipment and Furnishings List

Health ID Tag	Description	Location	Serial No	Condition	Manufacturer	Model	Purchase Cost
2268	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn		500.00
2269	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114489	Good	Newbold	2000	500.00
2270	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2271	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	GJ003434	Good	Ritter	304	1,600.00
2272	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn		500.00
2273	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	13199	Good	Trac	780	500.00
2274	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2275	Exam Table - power	TRI-COMMUNITY HLTH CTR-AMITYVI	JX008456	Good	Midmark	411-016	6,949.66
2276	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn		500.00
2277	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000142623	Good	Newbold	2000	500.00
2278	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2279	Exam Table - power 404	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Midmark	404	6,494.66
2280	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn		500.00
2281	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI	12458	Good	Trac	700	500.00
2282	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2283	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	GK006756	Good	Ritter	304	1,600.00
2284	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn		500.00
2285	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000086969	Good	ADDRESSOGRAPH	2000	500.00
2286	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2287	addressograph -700	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Trac	700	500.00
2288	Dental Exam Chair	TRI-COMMUNITY HLTH CTR-AMITYVI	U2111633	Good			4,500.00
2289	dental x-ray	TRI-COMMUNITY HLTH CTR-AMITYVI	771403079DP	Good	Gendex	GX770	2,000.00
2291	POWER EXAMINATION TABLE	TRI-COMMUNITY HLTH CTR-AMITYVI	JX002680	Good	wolf	29403	6,949.66
2293	x-ray view box - 3 light	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			845.00
2295	LEEP	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			7,500.00
2296	Cryomedics	TRI-COMMUNITY HLTH CTR-AMITYVI	44268	Good		6D1442	1,645.00
2297	Exam Table 204	TRI-COMMUNITY HLTH CTR-AMITYVI	V559543	Good	Ritter	204	1,600.00
2298	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn		500.00
2301	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114407	Good	ADDRESSOGRAPH	2000	500.00
2302	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2303	Exam Table 204	TRI-COMMUNITY HLTH CTR-AMITYVI	V559530	Good	Ritter	204	1,600.00
2304	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2305	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114491	Good	ADDRESSOGRAPH	2000	500.00
2306	microscope Y52	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	nikon	Y52	750.00
2307	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000086973	Good	ADDRESSOGRAPH	2000	500.00
2308	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2309	Exam Table - 304	TRI-COMMUNITY HLTH CTR-AMITYVI	GK006760	Good	Ritter	304	1,600.00
2310	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000142620	Good	ADDRESSOGRAPH	2000	500.00
2311	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Welch Alllyn	767 Wall Transformer	549.00
2312	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000086968	Good	ADDRESSOGRAPH	2000	500.00
2313	blood drawing chair - bari	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	msec		678.00
2314	addressograph 860	TRI-COMMUNITY HLTH CTR-AMITYVI	8600033813	Good	Newbold	860	586.50
2315	HEPA Filtration System	TRI-COMMUNITY HLTH CTR-AMITYVI	600HHCU906	Good	Pure Air	600HHCU	7,500.00
2317	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000133328	Good	ADDRESSOGRAPH	2000	500.00
2318	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	207417337	Good	Verifone	3750	817.00
2319	EMEVS	TRI-COMMUNITY HLTH CTR-AMITYVI	20060121290	Good	ADDRESSOGRAPH	2000	500.00
2320	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI		Good			500.00

Exhibit 6 - Tri-Community Health Center Equipment and Furnishings List

Health ID Tag	Description	Location	Serial No	Condition	Manufacturer	Model	Purchase Cost
2322	Datacard 275 Embosser	TRI-COMMUNITY HLTH CTR-AMITYVI	15712	Good			7,885.00
2323	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114488	Good	ADDRESSOGRAPH	2000	500.00
2325	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000121289	Good	ADDRESSOGRAPH	2000	500.00
2326	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114490	Good	Newbold	2000	500.00
2327	HEPA Filtration System	TRI-COMMUNITY HLTH CTR-AMITYVI	600HHC0905	Good	Pure Air	600HHCU	7,500.00
2328	postage meter - PB	TRI-COMMUNITY HLTH CTR-AMITYVI	66804	Excellent	Fitzey Bowes	MP9G	2,492.00
2329	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000134494	Good	Newbold	2000	500.00
2330	emews-5750	TRI-COMMUNITY HLTH CTR-AMITYVI	211653644	Good	Omni	5750	817.00
2331	EMEVS-3740	TRI-COMMUNITY HLTH CTR-AMITYVI	767017130	Good	Omni	3740	817.00
2332	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000114857	Good	Newbold	2000	500.00
2334	EMEVS	TRI-COMMUNITY HLTH CTR-AMITYVI	710300225	Good	Verifone	3750	817.00
2335	EMEVS	TRI-COMMUNITY HLTH CTR-AMITYVI	207673316	Good	Verifone	3750	8,117.00
2337	HEPA Filtration System	TRI-COMMUNITY HLTH CTR-AMITYVI	600HHC0910	Good	Pure Air	600HHCU	7,500.00
2338	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Newbold	2000	500.00
2340	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000142621	Good	Newbold	2000	500.00
2341	Lumax Pro w/Uroflow Transducer	TRI-COMMUNITY HLTH CTR-AMITYVI	704009	Good			14,100.00
2343	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn	767 Wall Transformer	549.00
2344	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn	767 Wall Transformer	549.00
2349	Datacard 275 Embosser	TRI-COMMUNITY HLTH CTR-AMITYVI	15713	Good			7,874.07
2350	shredder - Large Industrial	TRI-COMMUNITY HLTH CTR-AMITYVI	NM15039	Good	GBC	52205	500.00
2351	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000086970	Good	Newbold	2000	500.00
2352	Wall Mounted Otoscope	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn	767 Wall Transformer	500.00
2353	POWER EXAMINATION TABLE	TRI-COMMUNITY HLTH CTR-AMITYVI		Fair			3,500.00
2354	Exam Table - Ritter 204	TRI-COMMUNITY HLTH CTR-AMITYVI	V559531	Good	Midmark	204-001	1,600.00
2355	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn		500.00
2356	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000133329	Fair	Newbold	2000	500.00
2357	Compressor - air tech	TRI-COMMUNITY HLTH CTR-AMITYVI	233	Good	Air Tech	AS10	500.00
2358	Amalgam Separator	TRI-COMMUNITY HLTH CTR-AMITYVI	CCL65469	Good	SDI Metek		500.00
2359	Suction Machine - 402	TRI-COMMUNITY HLTH CTR-AMITYVI	5922	Good	Gomco	402	500.00
2360	glucose monitor	TRI-COMMUNITY HLTH CTR-AMITYVI	9748002080	Good	MHL Enterprises		500.00
2361	Cast Cutter	TRI-COMMUNITY HLTH CTR-AMITYVI	24385	Good	American Orthopedics	295200	428.00
2362	buffing machine - SSS	TRI-COMMUNITY HLTH CTR-AMITYVI	2004.7	Fair	SSS		500.00
2363	buffing machine - sterling	TRI-COMMUNITY HLTH CTR-AMITYVI		Poor	Sterling		500.00
2364	buffing machine - Hild	TRI-COMMUNITY HLTH CTR-AMITYVI	83019	Fair	Hild	83019	500.00
2391	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000090151	Fair	ADDRESSOGRAPH	2000	500.00
2405	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000090154	Good	ADDRESSOGRAPH	2000	500.00
2416	addressograph - 2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000013276	Good	Newbold	2000	500.00
3427	addressograph-2000	TRI-COMMUNITY HLTH CTR-AMITYVI	2000090155	Good	ADDRESSOGRAPH	2000	500.00
4326	VITAL SIGN MONITOR WITH STAND	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn		1,750.00
5651	VITAL SIGN MONITOR WITH STAND	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn		1,750.00
6561	VITAL SIGN MONITOR WITH STAND	TRI-COMMUNITY HLTH CTR-AMITYVI		Good	Weich Allyn		1,750.00
110085	COLPOLSCOPE	TRI-COMMUNITY HLTH CTR-AMITYVI	11-61440	Good	Weich Allyn		14,650.00
110178	STADIOMETER WALL MOUNTED	TRI-COMMUNITY HLTH CTR-AMITYVI	NONE	New	Cooper Surgical		199.00
120043	THERMAL PRINTER	TRI-COMMUNITY HLTH CTR-AMITYVI	2.37091E+15	New	HENRY SCHEIN INC		523.17
130063	SAFE	TRI-COMMUNITY HLTH CTR-AMITYVI	E13006764	New	STAR-CUSTOM/COMPUTER		451.72
2345	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Excellent	Weich Allyn		500.00
2346	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Excellent	Weich Allyn		500.00

Exhibit 6 - Tri-Community Health Center Equipment and Furnishings List

Health ID Tag	Description	Location	Serial No.	Condition	Manufacturer	Model	Purchase Cost
2347	Exam Lamp	TRI-COMMUNITY HLTH CTR-AMITYVI		Excellent	Welch Allyn		500.00
2152	FREEZER-FRIGIDAIR	TRI-COMMUNITY HLTH CTR-AMITYVI		Excellent	Frigidaire	FFC0522DW13	750.00
2348	microscope -e400	TRI-COMMUNITY HLTH CTR-AMITYVI	663033	Excellent	nikon	E400	750.00
2141	Exam Table - Ritter 204	TRI-COMMUNITY HLTH CTR-AMITYVI	V560222	Excellent	Midmark	204-001	1,600.00
2151	Exam Table - Ritter 204	TRI-COMMUNITY HLTH CTR-AMITYVI	V559523	Excellent	Midmark	204-001	1,600.00
2324	Infant Exam-Scale	TRI-COMMUNITY HLTH CTR-AMITYVI		Excellent			2,932.00
2159	EKG CP 90	TRI-COMMUNITY HLTH CTR-AMITYVI	20908705	Excellent	Welch Allyn	CP 90	3,254.00
100025	POWER EXAM TABLE	TRI-COMMUNITY HLTH CTR-AMITYVI	V824149	Excellent			5,795.00
120184	SHREDDER	TRI-COMMUNITY HLTH CTR-AMITYVI	YE08414H	New	WORLD CLASS BUSINESS PRODUCTS		105.56
2342	Pulse oximeter	TRI-COMMUNITY HLTH CTR-AMITYVI	B808050450	New	BCI	3301	650.00
100062	COMMERCIAL REFRIGERATOR	TRI-COMMUNITY HLTH CTR-AMITYVI	100300421	New	SANYO NORTH AMERICA CORP	SRL6111W	1,067.85
100194	STERILIZER WITH PRINTER	TRI-COMMUNITY HLTH CTR-AMITYVI	V937205	New	Ritter		4,330.00
100195	STERILIZER WITH PRINTER	TRI-COMMUNITY HLTH CTR-AMITYVI	V937205	New	Ritter		4,330.00

EXHIBIT 1

REPORT TO THE SUFFOLK COUNTY
LEGISLATURE PURSUANT TO SUFFOLK
COUNTY ADMINISTRATIVE CODE,
SECTION A9-6

*PROCEDURES FOR REVIEW OF
PRIVATIZATION INITIATIVES*

SUBMITTED BY THE SUFFOLK COUNTY
DEPARTMENT OF HEALTH SERVICES

March 2014

INTRODUCTION & PURPOSE

Suffolk County Administrative Code, Article IX, Section A9-6, "*Procedures for Review of Privatization Initiatives*," details a process that must be followed if a proposal or plan to provide services at Suffolk County's health centers is submitted to the County Executive for the purpose of providing these services through entities other than Suffolk County Government and/or the Suffolk County Department of Health Services using employees other than employees of the County of Suffolk. The process specified in the code includes submission of written reports that address a variety of items, including the evaluation of the proposal, identification of expenditures under the plan, and a comparison of the level and quality of services to be provided under the plan as compared to Suffolk County.

A proposal for the transfer of operations of The Maxine S. Postal Tri-Community Health Center at Amityville (Tri-Community Health Center) was recently submitted, and a resolution authorizing the transfer of the facilities to a not-for-profit entity that is a Federally Qualified Health Center (FQHC) has been submitted to the Suffolk County Legislature for consideration. This report has been prepared in accordance with the reporting requirements of Section A9-6. It also provides important historical information regarding the efforts made by the Suffolk County Department of Health Services (the Department) to improve health center operations, and outlines the process that has resulted in the recommendation to transfer operations of the health center to a FQHC.

Proposal Summary

The submitted proposal seeks to transfer operations of the Tri-Community Health Center to Hudson River HealthCare, Inc. (HRHCare) as a FQHC. As a FQHC, patients can expect to not only maintain the level of services they currently receive, but also gain access to dental services. All County Health Department employees currently assigned to the Tri-Community Health Center will be transferred to appropriate locations within the Department in accordance with all employee contract requirements. The facility will continue to operate in its current location in Amityville.

HISTORICAL OVERVIEW, OPERATIONAL STUDIES AND PROCESS OVERVIEW

Suffolk County Health Center Network Historical Overview

Begun in July 1968, the Suffolk County health center system provides family-centered primary care services to County residents who could not otherwise access care. Located by design in medically underserved areas, these health centers provide access to residents who have documented health provision disparities and lack access to primary care services. In the 40+ years since the first health center was established, State Aid reimbursement has been drastically reduced while the cost to operate the existing centers has radically increased. New York State is implementing additional cuts to Article 6 State Aid effective this year. The health centers began with a County Budget of \$100,000 for the hospitals to establish out-patient clinics, with a 50% State Aid reimbursement level. In 2008, the County received \$13 million in Article 6 State Aid compared to just \$7 million in 2012 for the operation of the health centers. The total Gross Cost to the County, from the most recent Certified Cost Report (2012), is \$51.1 million with a reimbursement rate of 36% on basic services, which now excludes adult chronic care; the total Net Cost to the County of operating the Health Center network in 2012 was \$18.6 million. Other third party payments (Insurance, Managed Care, Medicaid, Medicare, Bad Debt and Charity Care), patient payments, and grants contributed to the revenue receipts.

Today, the County operates six (6) health centers through the Department's Division of Patient Care Services. Four of the six sites are staffed and operated under contracts with affiliated hospitals and the remaining health centers are primarily County staffed and operated. The County also provides financial support to the Elsie Owens Health Center at Coram operated by Hudson River HealthCare, Inc. as a FQHC, and the Dolan Family Center in Greenlawn, which is operated by Huntington Hospital. The Suffolk County Health Center at East Hampton Health Center and the Kraus Family Health Center at Southampton were consolidated and transitioned to FQHC operations administered by HRHCare in March 2014.

Services provided at the health centers include: general adult and pediatric medicine, prenatal care, gynecology, Family Planning, laboratory, and other ancillary services.¹ These centers also offer public health services such as STD, HIV and TB screening and treatment. Women, Infants and Children (WIC) Programs are also co-located at the health centers. In 2013, the health center network served 43,328 unduplicated patients with a total of 172,303

¹ Not every health center offers every service.

primary and ancillary visits. The Tri-Community Health Center saw 3,842 unduplicated patients for 12,542 total visits.

Operational Studies and Process Overview

The Department has made significant efforts to study operations and efficiencies within the health center network. Such efforts involved the establishment of a working group which included representation from all health centers and hospital partners; implementation of best practices through the health center network, including the creation of provider productivity goals; redeployment of staff; and development of staff-to-provider ratios. Even with these practices in place, the reduction of State Aid reimbursement and increasing annual costs have forced the County to examine its role in the direct provision of medical care. In July 2009, the Department entered into a multi-year contract with John Snow Incorporated, Inc. (JSI) to enhance programs and financial operations at the County health centers. Later in the year, Resolution 1260-2009 established the Suffolk County Health Center Financial Review Committee (the Committee) to review current operations at the health centers and determine the benefit of FQHC status for such health centers. The Committee issued a report in February 2010 which recommended that the County pursue an application for FQHC status while continuing to examine ways to increase efficiency, reduce costs, and increase revenue.

JSI also recommended that the County apply for FQHC designation for the health center network as well as implementing efficiency improvements and revenue enhancements such as strengthening Medicaid eligibility assistance process and working with collection policies and procedures.

In December 2010, the Department responded to a competitive announcement from the U.S. Department of Health and Human Services, Health Resources and Services Administration (HRSA) for the establishment of up to 300 FQHCs nationwide. While the application scored highly, federal budget cuts reduced awards from 300 to 78 and limited those awards to specialty FQHCs (e.g., homeless and migrant care). As a result, the Department's application for FQHC designation was denied.

A second option recommended by the Committee was securing FQHC "Look-Alike" designation. This process would require the use of consultants and the health centers would need to meet FQHC requirements prior to submission of the application. It should also be noted that FQHC Look-Alikes are not eligible for Federal Tort Claims Act (FTCA) medical malpractice coverage, which is a significant cost savings and important benefit of the program. The benefit of the FTCA is that the County would no longer assume liability for medical malpractice of providers under the County's Self-Insurance Program. Given the County's fiscal situation, it has been determined that resources are not available to expand services in order to apply for and meet the requirements of FQHC Look-Alike status.

In 2011, the prior Administration recommended closure of the Elsie Owens North Brookhaven Health Center at Coram (Coram Health Center) as a result of the reduced level of State Aid (Article 6 reimbursement). In response to the recommendation of closure, New York State Department of Health (NYSDOH) proposed an alternative plan in which the County partnered with an established FQHC for operation of the Coram Health Center.

In May 2012, operation of the Elsie Owens Health Center was successfully transferred to Hudson River HealthCare, Inc. (HRHCare), an FQHC designee. An RFP Waiver to enter into negotiations with HRHCare for the administration and management of the Southampton and East Hampton Health Centers as well as the Riverhead Health Center and Tri-Community Health Center was approved in June 2012. Southampton and East Hampton Health Centers were consolidated and transferred to HRHCare on March 15, 2014. The Department believes that the proposal being submitted best meets the needs of the community and interested parties. This proposal involves a contract with HRHCare for the operation of the Tri-Community Health Center at its current site on Sunrise Highway in Amityville.

A9-6 D – EVALUATION AND ANALYSIS

According to Suffolk County Administrative Code, Article IX, Section A9-6D:

“Such written report shall include an evaluation and analysis of the cost of performing services through county government as compared to the cost of performing the services through the pertinent plan or proposal and shall include an evaluation and analysis of the quality of services to be provided by the plan or proposal, as compared to the quality of services being provided by the County of Suffolk through the Department of Health Services.”

The total net benefit to Suffolk County for transferring operations of the Tri-Community Health Center to Hudson River HealthCare is calculated by analyzing the operational savings achieved by no longer operating the facility. A five-year analysis of the fiscal impact for transferring operations of the facility results in net operating savings of approximately \$4.9 million.

A detailed five-year analysis of the operating savings resulting from the transfer of operations to HRHCare and the cost of performing services through Suffolk County as compared to HRHCare follows. In accordance with Section A9-6H, the proposed plan *“will result in a cost savings to the county in at least each of the first five years of said plan or proposal of at least 10% in each of those first five years, as measured by net county expenditures...”*

The cost savings to the County meets the 10% threshold each year ranging from 33% in Year 1 to 46% in Year 5.

Tri-Community Health Center: Analysis of the Cost of Services through County v. Cost of Services through HRH Proposal						
A. Cost of Services through HRH Proposal						
	Year 1	Year 2	Year 3	Year 4	Year 5 (End)	Total Years 1-5
Total County Expenditures for Services through Proposal CBG	\$ 1,678,200	\$ 1,617,600	\$ 1,579,400	\$ 1,558,900	\$ 1,535,000	\$ 7,969,100
<less> 36% State Aid of eligible expenses	151,038	145,584	142,146	140,301	138,150	717,219
Net County Expenditures for Services through Proposal	\$ 1,527,162	\$ 1,472,016	\$ 1,437,254	\$ 1,418,599	\$ 1,396,850	\$ 7,251,881
B. Cost of Services through County						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
Contract Payments	\$ 237,569	\$ 242,321	\$ 247,167	\$ 252,110	\$ 257,153	\$ 1,236,320
County Indirect Expenses	\$ 456,092	\$ 465,214	\$ 474,518	\$ 484,008	\$ 493,689	\$ 2,373,521
County Direct Expenses	\$ 3,866,340	\$ 3,943,667	\$ 4,022,540	\$ 4,102,991	\$ 4,185,051	\$ 20,120,587
Total County Expenditures for Services through County	\$ 4,560,001	\$ 4,651,201	\$ 4,744,225	\$ 4,839,109	\$ 4,935,892	\$ 23,730,428
<less> Revenue (Self-Pay and 3rd Party)	\$ 1,385,636	\$ 1,413,349	\$ 1,441,616	\$ 1,470,448	\$ 1,499,857	\$ 7,210,905
<less> Bad Debt & Charity Care	\$ 701,003	\$ 686,983	\$ 673,244	\$ 659,779	\$ 646,583	\$ 3,367,592
<less> 36% State Aid of eligible expenses	\$ 182,400	\$ 194,164	\$ 195,574	\$ 197,062	\$ 198,628	\$ 987,829
Total County Revenues for Services through Proposal	\$ 2,269,039	\$ 2,294,496	\$ 2,310,433	\$ 2,327,289	\$ 2,345,068	\$ 11,546,325
Net County Expenditures for Services through County	\$ 2,290,962	\$ 2,356,705	\$ 2,433,792	\$ 2,511,821	\$ 2,590,824	\$ 12,184,103
5-Year Net (Cost)/Savings Comparison						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
Net County Expenditures for Services through Proposal	\$ 1,527,162	\$ 1,472,016	\$ 1,437,254	\$ 1,418,599	\$ 1,396,850	\$ 7,251,881
Net County Expenditures for Services through County	\$ 2,290,962	\$ 2,356,705	\$ 2,433,792	\$ 2,511,821	\$ 2,590,824	\$ 12,184,103
Net (Cost)/Savings Comparison (County Net - Proposal Net)	763,800	884,689	996,538	1,093,222	1,193,974	4,932,222
10% Savings of Net County Expenditures for Services through County (\$ A9-6 test: Net Savings must be > this 10% threshold)	229,096	235,670	243,379	251,182	259,082	
% Savings of Net County Expenditures for Services through Proposal (\$ A9-6 test: % Savings must be > 10%)	33%	38%	41%	44%	46%	
Does Proposal meet \$ A9-6 test for 10% Annual Net Savings?	YES	YES	YES	YES	YES	
Notes:						
1) This model represents the Proposal presented by HRH, where an escrow is paid in the form of a CBG to cover the delta between the County's existing model and the HRH proposal. The cost of services through the County are based on the 2014 Adopted Budget Expenditures and Revenues. It is anticipated that the net cost from year-to-year would not increase more than 2%, due to staff level reductions. Article 6 revenue is reduced by 75%, based on the draft regulations effective 1/1/14. The HRH model factors in Article 6 revenue payments to the County for the claimed CBG. This model lies into the 5 Year Projection of the HRH Proposal.						
2) Certain County Expenses will continue and will be transferred or reallocated to other programs within the Department of Health Services or within the County.						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total Years 1-5
Continuing County Expenses	\$ 561,033	\$ 572,253	\$ 583,698	\$ 595,372	\$ 607,280	\$ 2,919,637
As staff are reduced, Administrative staff, Liability Insurance, and MIS (County computer) and printing chargebacks should be reduced accordingly.						
3) This transaction would release SCDHS and Suffolk County from malpractice liability, the value of which is not factored into this presentation.						

To compare the quality of services that are being provided by Suffolk County at the health centers as compared to the services that will be provided by HRHCare, several factors can be examined, including FQHC status; commitment to expansion of services; and experience.

1. Federally Qualified Health Center Status

Most significant is that fact that Hudson River HealthCare is a Federally Qualified Health Center (FQHC). An FQHC is a type of provider defined by the Medicare and Medicaid statutes, and must provide preventative and primary health care services for all age groups regardless of a patient's ability to pay.² Other requirements that must be provided include

² U.S. Department of Health and Human Services, Health Resources and Services Administration, About Health Centers, Program Requirements, <http://bphc.hrsa.gov/about/requirements/index.html>

dental services; mental health and substance abuse services; transportation services necessary for adequate patient care; and hospital and specialty care.

FQHC status provides several benefits to health center operators, including:

- Enhanced Medicare and Medicaid reimbursement;
- Medical malpractice coverage through the Federal Tort Claims Act;
- Eligibility to purchase prescription and non-prescription medications for outpatients at reduced cost through the 340B Drug Pricing Program;
- Access to National Health Service Corps, which is part of the U.S. Department of Health and Human Services (DHHS) and administrated by the Health Resources and Services Administration (HRSA), Bureau of Clinician Recruitment and Services;
- Access to the Vaccine for Children Program, a federally-funded program that provides vaccines at no cost to children who might not otherwise be vaccinated because of inability to pay; and
- Eligibility for various other federal grants and programs.³

As previously noted, the Department's 2011 application for FQHC designation was denied. As a result, the County is unable to take advantage of the many cost saving benefits that allow an FQHC to invest additional funds into quality and expansion of care.

2. Expansion of Services

Over the past several years, there has been a significant reduction in State Aid, this coupled with the county's fiscal crisis has caused many of the health centers to reduce hours of operation and in some cases, reduce or eliminate services such as radiology, mammography, podiatry and dental. Tri-Community Health Center has been significantly impacted with the loss of Southside Hospital staff and reduction in County staff. Total visits have declined, with approximately 12,500 visits in 2013. The additional support that FQHCs receive results in not only continuity of services, but in expanded services for the community. For example, at the Coram Health Center, onsite dental services have been in place since January 2013 with approximately 1,000 individuals receiving dental care in the first year. Partnerships have also been established with local mental health organizations including Clubhouse of Suffolk for expanded mental health services, enhanced referrals and access to Article 31 level services; and F.E.G.S. Health and Human Services for screening of children, and support of HIV positive individuals for care management services. In addition, services were expanded to special populations and care has been provided to 130 migrant and

³ U.S. Department of Health and Human Services, Health Resources and Services Administration, About Health Centers, Program Benefits, <http://bphc.hrsa.gov/about/benefits/index.html>

seasonal farmworkers and almost 700 homeless individuals. Tri-Community patients will also experience access to expanded services, including dental care as a result of the transition to HRHCare.

3. Experience as FQHC

HRHCare is a network of 22 FQHCs located in neighborhoods around the Hudson Valley and Long Island. The organization was formed in the 1970s in response to the lack of accessible and affordable health care services, and opened its first community health center in the town of Peekskill in 1975. HRHCare operates two health centers in Suffolk County including a migrant care program located in Greenport and the Elsie Owens Health Center in Coram. In addition, HRHCare will be operating a third FQHC in Southampton starting March 2014.

As previously noted, the transition of the Elsie Owens Health Center in Coram has been a success. In its first year of operation under HRHCare, an electronic health record was implemented; changes were made to the physical space; and much needed services were expanded including dental and behavioral health. The Coram Health Center maintained access to care with the provision of services to 7,438 individuals including 2,929 uninsured individuals (39%); and 3,659 individuals with Medicaid (49%). In addition, of patients providing income information, 76% are below 100% of the federal poverty level (FPL) and 98% are below 200% of FPL. Comprehensive medical services are provided to all who seek it including: 300 individuals with asthma; 1,000 patients with hypertension; 25 individuals with HIV; 500 individuals with diabetes; 312 individuals with a behavioral health diagnosis; and 426 pregnant women. The health outcomes continue to be strong with 77% of pregnant women accessing care in the first trimester of their pregnancy; less than 2% of babies had a very low birth rate of under 1500 grams; and 61% of individuals with hypertension have blood pressure below 140/90. Staff have been trained on HRHCare's philosophy of patient centered care that involves patient education and a focus on a partnership between the patient and caregiver. The local Community Advisory Board (CAB) remains active and continues to advise HRHCare on community needs.

HRHCare has also been recognized for the quality of services in its network including the HIMSS Davies Community Health Organization Award of Excellence for implementation of electronic health records and improving patient care and health outcomes. The organization has also been recognized by the National Committee on Quality Assurance as a Level 3 (advanced level) Patient Centered Medical Home and has been accredited by the Joint Commission for its primary and behavioral health care services since 1998.

In consideration of the many benefits afforded by FQHC status, including the expansion of services at a lower cost to the County, the release of the County from medical malpractice liability, HRHCare's experience and accreditation, and the

participation of patients on the HRHCare Board of Directors representing 51% of the Board, the quality of services to be provided by HRHCare is at least comparable to the high quality of services currently provided by the Department.

A9-6 E – WRITTEN DOCUMENTATION FROM NEW YORK STATE

According to Suffolk County Administrative Code, Article IX, Section A9-6E:

“Written documentation from the appropriate state department or state governmental entity, including a statement expressing approval of the plan or proposal and outlining projected subsequent state aid for such plan or proposal, shall accompany the proposal or plan.”

Throughout this process, the County has communicated with New York State Department of Health Bureau of Hospital and Primary Care (the Bureau). The Bureau was informed in June 2012 when the waiver was approved that negotiations with HRHCare would be starting. The Bureau has been informed of the proposal to transfer operations of the Tri-Community Health Center to HRHCare to operate the center as an FQHC, after immediately relinquishing the Department’s Article 28 operating certificate. A preliminary letter of approval was requested by April 1, 2014. It is recognized that all required conditions of approval need to be met prior to formal State approval. The County, however, is confident that approval will be granted. HRHCare has received prior approval to operate in New York State and has a history of providing a high quality of care. In addition, the State was supportive of the transition of the Elsie Owens Health Center at Coram, the Kraus Family Health Center at Southampton and the Suffolk County Health Center at East Hampton, and approved those transitions in the Spring of 2012 and Fall of 2013, respectively.

A9-6 F – EXPENDITURE & SERVICE ANALYSIS

According to Suffolk County Administrative Code, Article IX, Section A9-6F:

“A report identifying expenditures for services under the proposal or plan, including such sums as must be expended by the County of Suffolk and/or voluntary agencies, shall also accompany the plan or proposal and shall specifically identify the precise level of services to be provided under the plan or proposal, as compared to the level of the services provided by the County of Suffolk.”

The chart on page 6 of this report identifies the expenditure for services under this proposal. HRHCare, the proposed new operator, will serve Tri-Community Health Center patients in the current site on Sunrise Highway in Amityville, under an FQHC model consistent with federal regulations and regulations of the State of New York. The scope of services available under this FQHC model will be expanded to include oral health care. Primary and preventative care for adults and children and women’s health services will also be maintained. In addition, WIC, family planning, and public health services (STD and TB screening and treatment) will continue to be provided.

The chart does NOT include the value of the release from liability of medical malpractice for the practitioners at the Health Center. Under HRHCare, the FTCA covers medical malpractice; the County is no longer liable under the County’s Self-Insurance Program. This is a significant benefit of the transition to HRHCare.

The Suffolk County Health Center network has always provided services to the uninsured. In 2012, the majority of County health center patients were uninsured (39.6%). Similarly in 2012, approximately 40% of HRHCare’s entire patient population represented the uninsured. As previously mentioned, in Coram, the patient population continues to be reflective of the current health center network. With this knowledge, we are confident that uninsured and underinsured patients will continue to have access to medical care under this proposal.

Similar to the transition of East Hampton and Southampton Health Centers, the Department is working with the New York State Department of Health to establish a contractual relationship with HRHCare to enable free testing and treatment for STD and TB services at Tri-Community Health Center, and provide oversight of such public health services.

SUMMARY

As this report details, it is evident from the financial analysis and quality comparison that the County will benefit significantly from the proposed transfer of operation. We are confident that the requirements of A9-6 have been fully met and that this transaction will result in the best outcomes for the County as well as for the neighborhoods surrounding the Tri-Community Health Center.

**Hold for written
documentation from
New York State
Department of
Health**

**Expected
By
April 1, 2014**

1320

Intro. Res. No. - 2014

Laid on Table 3/18/2014

Introduced by Presiding Officer on request of the County Executive

**RESOLUTION NO. -2014, AUTHORIZING THE
LEASE AGREEMENT FOR USE OF COUNTY
PREMISES LOCATED AT 1080 SUNRISE HIGHWAY,
AMITYVILLE, NEW YORK BY HUDSON RIVER
HEALTHCARE, INC. (HRHCare)**

WHEREAS, on June 21, 2012 a Request for Proposals (RFP) Waiver was approved for the Department of Health Services to enter into a contractual agreement with Hudson River Healthcare, Inc. (HRHCare) for administrative, management and primary health care services at County-operated centers, including The Maxine S. Postal Tri-Community Health Center in Amityville; and

WHEREAS, HRHCare, a not-for-profit, New York State licensed, Federally Qualified Health Center (FQHC) delivering culturally sensitive, linguistically appropriate, full life cycle primary, preventative, behavioral, and oral healthcare, as well as Family Planning, HIV, TB, and STD services, and other enabling services to medically underserved populations throughout the Hudson Valley and Long Island areas is the only FQHC currently operating in Suffolk County; and

WHEREAS, the transition of the Maxine S. Postal Tri-Community Health Center to a FQHC operated by HRHCare shall maintain continuity of care to patients and will expand services in compliance with FQHC program requirements; and

WHEREAS, HRHCare has expressed its desire to enter into a lease agreement with the County for the use of the premises to enable HRHCare to operate without a loss in accordance with federal requirements and to facilitate the seamless transition of the Health Center; and

WHEREAS, said lease shall be for a duration of twelve (12) years commencing on or about June 1, 2014 in exchange for the in-kind health care services that HRHCare provides to the County's underserved populations; and

WHEREAS, the Space Management Steering Committee has reviewed this application and recommended the approval of a Lease at its April 2014 meeting; now, therefore, be it

^{1ST} **RESOLVED**, that this Legislature, being the State Environment Quality Review Act (SEQRA) lead agency, hereby finds and determines that this law constitutes a Type II action pursuant to Section 617.5(c)(20) and/or (27) of Title 6 of the NEW YORK CODE OF RULES AND REGULATIONS (6 NYCRR) and within the meaning of Section 8-0109(2) of the NEW YORK ENVIRONMENTAL CONSERVATION LAW as a promulgation of regulations, rules, policies, procedures, and legislative decisions in connection with continuing agency administration, management and information collection. The Suffolk County Council on Environmental Quality (CEQ) is hereby directed to circulate any appropriate SEQRA notices of determination of non-applicability or non-significance in accordance with this law; and be it further

2ND **RESOLVED**, that the County Executive be and hereby is authorized to execute a lease agreement for twelve (12) years in accordance with the terms and conditions of this resolution and in substantial conformance with the form annexed hereto.

DATED:

APPROVED BY:

County Executive of Suffolk County

DATE:

HSV #13-2014

**2014 Intergovernmental Relations
Memorandum of Support**

TITLE OF BILL: Authorizing the lease agreement for use of county premises located at 1080 Sunrise Highway, Amityville, New York by Hudson River Healthcare, Inc. (HRHCare).

PURPOSE OR GENERAL IDEA OF BILL: This legislation is needed to authorize a lease agreement with Hudson River Healthcare, Inc. for the premises located at 1080 Sunrise Highway, Amityville, New York.

SUMMARY OF SPECIAL PROVISIONS: None

JUSTIFICATION: This legislation will allow HRHCare to enter into a lease agreement with the County for the use of the premises in Amityville to facilitate the seamless transition of the Maxine S. Postal Health Center. The lease shall be for the duration of twelve (12) years commencing on or about June 1, 2014 in exchange for the in-kind health care services that HRHCare provides to the County's underserved populations.

FISCAL IMPLICATIONS: None

COUNTY OF SUFFOLK



STEVEN BELLONE
SUFFOLK COUNTY EXECUTIVE

DEPARTMENT OF HEALTH SERVICES

JAMES L. TOMARKEN, MD, MPH, MBA, MSW
Commissioner

March 18, 2014

Jon Schneider, Deputy County Executive
County Executive's Office, 12th Floor
H. Lee Dennison Building
Veterans Memorial Highway
Hauppauge, NY 11788-0099

Dear Mr. Schneider:

I request the introduction of the enclosed Resolution to authorize the lease agreement for use of county premises located at 1080 Sunrise Highway, Amityville, New York by Hudson River Healthcare, Inc. (HRHCare). HRHCare has expressed its desire to enter into a lease agreement with the County for the use of the premises in Amityville to facilitate the seamless transition of the Health Center.

I enclose a financial impact statement and other back-up documentation for this Resolution. If you have any questions on the enclosed, please call Margaret Bermel at 4-0097. Also, an e-mail version of this Resolution was sent to CE RESO REVIEW and the file name is "Reso-HSV-HRHCare Lease Tri-Community.docx."

Sincerely,

James L. Tomarken, MD, MPH, MBA, MSW
Commissioner

Enclosures

JLT/lw

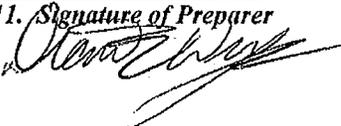
C: Dennis M. Cohen, Chief Deputy County Executive
Thomas Vaughn, Director of Intragovernmental Relations
Lisa Santeramo, Assistant Deputy County Executive
Margaret B. Bermel, MBA, Director of Health Administrative Services
Barry S. Paul, Deputy Commissioner
Diane E. Weyer, Principal Financial Analyst



Public Health
Prevent. Promote. Protect.

OFFICE OF THE COMMISSIONER
3500 Sunrise Highway, Suite 124, P. O. Box 9006, Great River, NY 11739-9006
Phone (631) 854-0000 Fax (631) 854-0108

**STATEMENT OF FINANCIAL IMPACT
OF PROPOSED SUFFOLK COUNTY LEGISLATION**

1. Type of Legislation		
Resolution <u> X </u> Local Law _____ Charter Law _____		
Title of Proposed Legislation Authorizing the lease agreement for use of county premises located at 1080 Sunrise Highway, Amityville, New York by Hudson River Healthcare, Inc. (HRHCare).		
3. Purpose of Proposed Legislation This legislation is needed to authorize a lease agreement with Hudson River Healthcare, Inc. for the premises located at 1080 Sunrise Highway, Amityville, New York. This lease is related to the transfer of health center operations to HRHCare to run the Maxine S. Postal Tri-Community Health Center in Amityville as a Federally Qualified Health Center (FQHC).		
4. Will the Proposed Legislation Have a Fiscal Impact? YES <u> </u> NO <u> X </u>		
5. If the answer to item 4 is "yes", on what will it impact? (Circle appropriate category)		
County	Town	Economic Impact
Village	School District	Other (Specify):
Library District	Fire District	
6. If the answer to item 4 is "yes", Provide Detailed Explanation of Impact: N/A		
7. Total Financial Cost of Funding over 5 Years on Each Affected Political or Other Subdivision. N/A		
8. Proposed Source of Funding N/A		
9. Timing of Impact 2014		
10. Typed Name & Title of Preparer Diane E. Weyer Principal Financial Analyst	11. Signature of Preparer 	Date 3/18/14

LEASE AGREEMENT

COUNTY OF SUFFOLK

Landlord

and

HUDSON RIVER HEALTHCARE, INC.

Tenant

Date for Reference Purposes: _____, 2014

Premises: Maxine S. Postal Tri-Community Health Center
1080 Sunrise Highway, Amityville, New York

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EXHIBIT B - SUMMARY OF RESPONSIBILITIES

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**LEASE BETWEEN COUNTY OF SUFFOLK AND
HUDSON RIVER HEALTHCARE, INC.**

THIS LEASE (“**Lease**”) is made as of the ___ day of _____, 2014, between the **COUNTY OF SUFFOLK** (“**County**”), a municipal corporation of the State of New York, having its principal office at the County Center in Riverhead, New York, 11901, acting through its duly constituted **DEPARTMENT OF PUBLIC WORKS** (“**Department**”), located at 335 Yaphank Avenue, Yaphank, New York 11980 on behalf of the **DEPARTMENT OF HEALTH SERVICES** (“**DHS**”), located at 3500 sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and **HUDSON RIVER HEALTHCARE, INC.** (“**HRHCare**”), a New York not for profit corporation licensed to operate under Article 28 of the New York Public Health Law with a principal office at 1200 Brown Street, Peekskill, New York 10566. The County and HRHCare may collectively be referred to as the “**Parties**” and each, individually, as a “**Party.**”

WITNESSETH:

WHEREAS, the County has selected HRHCare, to establish, maintain, and operate a Federally Qualified Health Center (“**FQHC**”) at the Maxine S. Postal Tri-Community Health Center, located at 1080 Sunrise Highway, Amityville, New York, as part of a plan to provide better and more comprehensive care to residents in the area with less net cost to the County. An FQHC receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act;

NOW THEREFORE, the County and HRHCare, in consideration of the mutual covenants contained herein hereby enter into this Lease upon the terms, covenants, and conditions set forth below.

SECTION 1. DESCRIPTION

Section 1.01 County hereby leases to HRHCare approximately 17,259 square feet of space in the building known as the Maxine S. Postal Tri-Community Health Center, together with all related facilities, improvements, and permanent installations constructed and installed or to be constructed and installed therein and used in the operation of the Maxine S. Postal Tri-Community Health Center (collectively, the “**Premises**”) located at 1080 Sunrise Highway, Amityville, New York, and further identified as a portion of:

<u>S.C. Tax Map No.</u>	<u>Dist.</u>	<u>Sect.</u>	<u>Blk</u>	<u>Lot</u>
	0100	169	3	36.1

Section 1.02 HRHCare agrees to allow the County to use approximately 4,535 square feet of office space located at the Premises, together with the shared use common areas, bathrooms, kitchen area, improvements, and permanent installations constructed and installed or to be constructed and installed therein, thereon, or hereunder in accordance with this Lease, as shown on the floor plan attached hereto as **Exhibit A**, or as otherwise mutually agreed to by the Parties.

SECTION 2. PURPOSE

Section 2.01 The Parties hereto acknowledge that the County is a municipal corporation and is entering into and executing this Lease by virtue of the authority of Suffolk County Resolution

No. ____ - 2014, dated the ___ day of _____, 2014 (the "**Resolution**"), that the Resolution is incorporated herein by reference, and further that HRHCare has examined the Resolution. HRHCare acknowledges and agrees to use the Premises for the sole purpose of establishing and operating an FQHC.

Section 2.02 HRHCare shall not use, occupy, maintain or operate the Premises, nor suffer or permit the Premises or any part thereof to be used, occupied, maintained or operated, nor bring into or keep at the Premises, nor suffer or permit anything to be brought into or kept therein, which would in any way (a) violate any term, covenant or condition of this Lease, (b) violate any restrictive covenant, operating covenant, encumbrance or easement affecting the Premises, (c) violate any legal requirements; (d) make void or voidable any insurance policy then in force with respect to the Premises or make any such insurance unobtainable or increase the rate of any insurance with respect to the Premises, (e) cause physical damage to the Premises or any part thereof, (f) permit the excess accumulation of waste or refuse matter above that accumulated in the permitted use of the Premises (g) constitute a public or private nuisance.

For the purpose of this Lease and all agreements supplemented to this Lease, the term "**Legal Requirements**" shall mean laws, statutes and ordinances (including building codes and zoning regulations and ordinances) and the orders, rules, regulations, directives and requirements of all federal, state, county, city and borough departments, bureaus, boards, agencies, offices, commissions and other subdivisions thereof, or of any official thereof, or of any other governmental, public or quasi-public authority, whether now or hereafter in force, and all requirements, obligations and conditions of all instruments of record which may be applicable to the Premises or any part thereof or the sidewalks, curbs, or areas adjacent thereto.

Section 2.03 HRHCare agrees protect, defend, indemnify and forever save and keep harmless the County, its agents, servants, officials, and employees from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any such violation or breach of legal requirements occasioned by any act, neglect or omission of the HRHCare, its employees, servants, agents or volunteers in connection with this Lease and/or use of the Premises.

Section 2.04 HRHCare shall, at its sole cost and expense, duly procure and thereafter maintain throughout the term any and all required governmental licenses, permits and/or certificates required for the proper and lawful conduct in the Premises of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC.

SECTION 3. TERM

Section 3.01 The term of this Lease ("**Term**") and HRHCare's obligations hereunder shall commence on or about June 1, 2014, on the date that is one (1) day after the date on which the County delivers possession of the Premises for use by HRHCare in connection with the operation of a health center (the "**Commencement Date**"), and subject to the condition that the County and HRHCare shall have entered into a separate Community Benefit Grant Contract with the County, relating to operations at the Premises for the first five (5) years of the Term.

Section 3.02 The Term shall expire on May 31, 2026 ("**Expiration Date**") or on such earlier date that this Lease may terminate or expire as provided for herein; provided, however, that if such date does not fall on a Business Day, then this Lease shall end on the next preceding Business Day.

For the purposes of this Lease and all agreements supplemented to this Lease, the term "Business Days" shall mean any day except a Saturday, a Sunday or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

SECTION 4. RENT

Section 4.01 HRHCare agrees to provide to the County in-kind consideration in the form of establishment, maintenance and operation of an Article 28 licensed facility pursuant to New York State Public Health Law and a FQHC on the Premises.

Section 4.02 Any miscellaneous sums, charges, fees, expenses, or amounts (Miscellaneous Amounts) payable by HRHCare pursuant to the provisions of this Lease or pursuant to any applicable law, rule or regulation, shall be payable by HRHCare to the County within thirty (30) days after the County gives HRHCare written notice that such payment is due. The County shall have the same rights against HRHCare for default in the payment of such Miscellaneous Amounts as for default in the payment of rent.

Section 4.03 The HRHCare understands and agrees that, in the event the Lease is terminated HRHCare's obligation to pay any Miscellaneous Amounts due the County, through the date of termination shall survive such termination of the Lease and shall remain in full force and effect until the Miscellaneous Amounts are paid. HRHCare hereby specifically acknowledges that neither the survival of the obligation with respect to any such amounts nor any other provision of the Agreement shall grant or shall be deemed to grant any rights whatsoever to HRHCare to have the term of the Lease extended for any period beyond the end of the term as provided in **Section 3**, or affect in any way the County's right to terminate the Lease under **Section 22** hereof.

Section 4.04 Should HRHCare neglect to pay any charges for services supplied by the County (if any) when the same become due and payable, then the amount of said charges shall forthwith become, and shall under all circumstances and conditions be considered and be collectible as if the same were rent.

Section 4.05 HRHCare shall pay Miscellaneous Amounts without set-off, abatement, deductions, defense or claims, except as specifically set forth herein, to the County at the County's address set forth herein or at such other place as the County may designate in writing, in lawful currency of the United States of America. All remittances shall be made payable to "**Suffolk County Treasurer's Office.**"

SECTION 5. REAL ESTATE TAXES

HRHCare agrees to pay any taxes, assessments, or Payments In Lieu of Taxes ("PILOTS") which may be lawfully levied against HRHCare's occupancy or use of the Premises or any improvements placed thereon. Should any governmental authority require that a tax, assessment or PILOT be paid by HRHCare but collected by the County, for and on behalf of said government authority, and from time to time forwarded by the County to such governmental authority, the same shall be paid by HRHCare to the County when billed.

SECTION 6. UTILITIES

Section 6.01 All costs, fees, and charges for public or private utility services for the Premises during the Term, together with any taxes thereon, shall be a charge to HRHCare.

Section 6.02 Any utility connections required to be made following the Commencement Date shall be a charge to HRHCare.

Section 6.03 Other services shall be paid as indicated on the "Summary of Responsibilities" annexed as **Exhibit B**.

Section 6.04 County shall have no liability to HRHCare for any loss, damage or expense sustained or incurred by reason of any change, failure, inadequacy, unsuitability or defect in the supply or character of the utilities furnished to the Premises or if the quantity or character of the utilities are no longer available or suitable for HRHCare's requirements. The provisions of this section shall survive the expiration of this Lease.

Section 6.05 HRHCare will be responsible for the maintenance and repair of all utility service lines placed on the Premises.

SECTION 7. CONDITION OF PREMISES AND PRIOR ACCESS

Section 7.01 HRHCare acknowledges that the County has previously used and occupied the Premises as a health center for a continuous period and that HRHCare hereby accepts the Premises in their "as is" condition. The County shall not be required to perform any work or furnish any materials in connection with the Premises except as provided in this Lease or pursuant to separate written agreement between the Parties.

Section 7.02 Following execution of this Lease, but prior to the Commencement Date, the County hereby grants HRHCare, its officers, employees, agents, contractors, and subcontractors reasonable access to the Premises during normal business hours, or at such other times as are mutually agreed to in writing by the Parties, to enter the Premises for the purpose of evaluating, monitoring, and analyzing the facility systems, equipment, workflow, staffing support ratios, patient flow and other operational procedures, and to perform such data and wiring improvements necessary to facilitate a seamless transition of services from the County to HRHCare. HRHCare shall provide an advance schedule of the dates and times when HRHCare requires access to the Premises and HRHCare further agrees to use reasonable efforts to cause minimal amount of interference with the present use and operation of the Premises.

Section 7.03 Any and all costs and expenses incurred by HRHCare shall be completely borne by, and shall be the sole obligation of HRHCare. In the event HRHCare fails to occupy the Premises by [REDACTED], 2014, HRHCare shall restore the Premises to its prior condition, at HRHCare's sole cost and expense.

Section 7.04 HRHCare will comply with all applicable laws, statutes, regulations, ordinances, or directives of whatsoever nature (collectively the "Requirements") with respect to the performance of any work pursuant to this Lease, including the American Disabilities Act, and the requirements of any fire insurance rating organization and all insurance companies writing policies covering the Premises or any part or parts thereof and any Fire Insurance Rating Organization, Board of Fire Underwriters and/or similar bodies having jurisdiction thereof, whether the same now are in force or at any time in the future may be passed, adopted, enacted, or directed. HRHCare shall be responsible for proper resolution of any and all governmental violations, objections and/or disputes concerning such work, including any and all costs associated with such violations, objections and/or disputes, including attorney's fees.

Section 7.05 HRHCare shall pay all costs, expenses, claims, fines, penalties, and damages that may in any manner arise out of or be imposed because of the failure of HRHCare to comply with *Section 7.04* and shall indemnify and save County harmless against and from all costs, expenses, liabilities, losses, damages, suits, fines, penalties, claims, and demands because of HRHCare's failure to comply with the foregoing, and HRHCare shall not call upon County for any disbursement or outlay whatsoever in connection therewith, and hereby expressly releases and discharges County, its officers, employees, agents, servants, and contractors of and from any liability therefore. HRHCare, at its sole cost and expense, may, by appropriate legal proceedings conducted in good faith and with due diligence, contest the amount or validity or application, in whole or in part, of any Requirement, provided that if a lien is filed against the Premises by reason of any failure of HRHCare to comply with any such Requirement pending such contest, HRHCare shall have furnished such security, if any, as may be required in the proceedings or which will discharge such lien (by substitution or otherwise) against the Premises, or is otherwise reasonably satisfactory to County.

Section 7.06 Any and all patient information which HRHCare may obtain as a result of its access to the Premises prior to the Commencement Date shall be kept confidential pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and applicable State and local laws and regulations.

Section 7.07 HRHCare hereby agrees to hold the County and its respective officers, directors, agents, insurers and employees harmless from any and all liabilities, obligations, damages, penalties, actions, judgments, suits, costs, claims, losses, expenses, including reasonable attorney's fees, or disbursements of any kind and nature whatsoever which may be imposed upon, incurred by, or asserted against the County arising directly or indirectly out of, or in connection with, HRHCare's access to and use of the Premises prior to the Commencement Date, except to the extent that the losses or damages arise from the County's negligence or misconduct.

Section 7.08 HRHCare shall assume all liability on account of injury to any persons or entities, or damage to any property arising, directly or indirectly, out of or in connection with or from HRHCare's intentional acts, negligence, or misuse in connection with the use of the Premises or presence thereon, or the negligence of HRHCare's agents, employees, contractors, subcontractors, licensees, invitees, personnel, or representatives.

Section 7.09 HRHCare shall submit a written schedule of activities in a format to be determined by the County, for any and all activities contemplated for prior access, which schedule shall require prior approval by the County. Such approval shall not be unreasonably withheld.

SECTION 8. NO WARRANTIES BY COUNTY

Section 8.01 HRHCare acknowledges that HRHCare is leasing the Premises "**AS IS**" and County shall not be required to perform any work or furnish any materials in connection with the Premises.

Section 8.02 Except as otherwise set forth in this Lease, (i) County makes no warranty of any kind or nature, express, implied or otherwise, or any representations or covenants of any kind or nature in connection with the conditions of the Premises or any part thereof, and (ii) County shall not be liable for any latent or patent defects therein or be obliged in any way whatsoever to correct or repair any such latent or patent defects.

Section 8.03 Except as may be otherwise expressly provided in the Lease, County shall not be obligated to provide any services to HRHCare.

SECTION 9. CARE AND REPAIR OF PREMISES BY HRHCARE

Section 9.01 It shall be HRHCare's sole obligation to take good care of the Premises and make and be responsible for any and all repairs, maintenance, replacements or renovations required. HRHCare shall perform any work required to accommodate the needs of HRHCare. All work is to be conducted in a good and workmanlike manner, in accordance with **Section 13** below, at HRHCare's sole cost and expense. Such repairs and replacements, ordinary as well as extraordinary, shall be made promptly as and when necessary. All repairs and replacements shall be of good workmanship and of quality and class at least equal to the original work or equal to the subsequently renovated and improved work.

Section 9.02 On default of HRHCare in making such repairs or replacements, upon ten (10) days written Notice to HRHCare, County may, but shall not be required, to make such repairs and replacements for HRHCare's account. The expenses thereof shall be a cost to HRHCare, payable in accordance with *Section 4.04* above.

Section 9.03 HRHCare agrees to perform maintenance and make repairs and replacements in any case where County, in its reasonable judgment, determines that it is necessary to do so in order to preserve the safety of the Premises, or to correct any condition which reasonably could cause injuries or damages to persons or property.

SECTION 10. HRHCARE'S SERVICES OBLIGATIONS

Section 10.01 Throughout the entire Term, HRHCare shall provide administrative, management and primary healthcare services ("**Services**") at the Tri CommunityHealth Center, located at the Premises, as more fully set forth below:

- a. HRHCare warrants that it is, and shall remain during the term of this Lease, an Article 28 licensed facility pursuant to New York State Public Health Law and HRHCare shall notify DHS within one (1) business day of any changes relative to its status as an Article 28 licensed facility.
- b. HRHCare warrants that it is, and shall remain during the term of this contract, an FQHC that receives federal grant support from the Health Resources Services Administration within the United States Department of Health and Human Services pursuant to Section 330 of the Public Service Act to provide or arrange for the provision of high quality, cost effective community-based comprehensive primary and preventive health care and related services to medically underserved communities and HRHCare shall immediately notify DHS of any changes relative to its status as an FQHC.
- c. In accordance with applicable laws, including HRHCare's Board of Directors bylaws and nominating process, HRHCare agrees that its Board of Directors shall include two (2) Suffolk County residents for the Term of this Lease.
- d. HRHCare shall maintain the name "Maxine S. Postal Tri-Community Health Center" both on the exterior façade of the Premises and on all documents required for operation of the facility Nothing in this Section shall prohibit

HRHCare from using its own name in addition to the Maxine S, Postal Tri-Community Health Center.

Section 10.02 In years five (5) through twelve (12) of the Term of this Lease, HRHCare shall be responsible for issuing timely reports in writing, and/or in electronic format, on the status of the operation of the health center on the Premises in a form and manner as may reasonably be requested by DHS including but not limited to copies of annual reports provided by HRHCare to State and federal entities.

Section 10.03 HRHCare agrees that for the Term of this Lease and for the period of time that the HRHCare is operating the Health Center in the Premises, HRHCare shall provide adequate space, approximately 650 square feet, and telephone service in the Health Center, at no additional cost to the County, for County staff and equipment to operate the Women, Infants and Children's ("WIC") Nutrition Program at this location.

Section 10.04 HRHCare agrees to provide, at no cost to the County, janitorial services, security service, and such other building services provided in the Premises in connection with the space reserved for use by the County. HRHCare further agrees to provide to the County all utility services for the Premises in connection with the space reserved for use by the County, except telephone and data, at no cost to the County.

SECTION 11. ALTERATIONS

Section 11.01 HRHCare shall not make any Alterations to the Premises or which affect or pertain to any "Building Systems," without the prior written consent of the County. For the purposes of this Lease, the term "Building Systems" is defined as any plumbing, electrical, heating, ventilation, air-conditioning, mechanical, vertical transport and other systems and equipment. HRHCare shall deliver to the County a copy of the Approved Final Plans and Specifications which show the actual construction for all Alterations.

Section 11.02 In addition to, and without limiting the generality of, the provisions of **Section 9**, HRHCare shall be solely responsible for and shall, to the extent permitted by law, indemnify the County from and against all claims arising out of or relating to any Alteration performed by HRHCare or HRHCare's officers, employees, contractors, sub-contractors, agents, or representatives. HRHCare shall, before making any Alterations, at its expense, obtain all permits, approvals and certificates required by any Legal Requirement or Governmental Authority and (upon completion) certificates of final approval thereof and shall promptly deliver to the Landlord duplicates of all such permits, approvals and certificates. HRHCare agrees to carry, and to cause HRHCare's contractors and sub-contractors to carry, such workmen's compensation, general liability, personal and property damage and builder's risk insurance as the County may reasonably require in connection with any Alterations.

Section 11.03 All Alterations and/or improvements (excluding HRHCare's trade fixtures, moveable office furniture and moveable equipment) installed in the Premises, either by HRHCare or by the County on HRHCare's behalf, shall remain upon and be surrendered with the Premises upon the expiration or earlier termination of the Lease, unless the County consents otherwise and/or the County notifies HRHCare that it elects to have them removed by HRHCare upon the expiration or earlier termination of this Lease, in which event, the same shall be removed from the Premises by HRHCare at HRHCare's cost and expense and HRHCare shall repair any damage to the Premises due to such removal. Nothing in this **Section 11** shall be construed to give the County title to or to prevent HRHCare's removal of its trade fixtures, moveable office furniture

and equipment. HRHCare shall, at HRHCare's sole cost and expense, remove all of the HRHCare's personal property and those improvements made by the HRHCare which have not become the property of the County and surrender the Premises in a broom-clean condition, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse of neglect by HRHCare or HRHCare's agents, servants, or visitors excepted.

Section 11.04 County is under no obligation to repair, rebuild or replace any real and/or personal property in the event of loss.

SECTION 12. RIGHT OF ENTRY – INSPECTION

Section 12.01 At any time during the Term, the agents and employees of the County may, upon reasonable notice to HRHCare, enter upon the Premises to determine the potential or actual compliance by HRHCare with the requirements of this Lease.

Section 12.02 The County may enter the Premises at any reasonable time for the purposes of inspection or the making of such repairs, replacements, and additions in, to, or about the Premises as necessary or desirable, or to perform any covenant, obligation or service contemplated in this Lease; provided however, that the County shall use reasonable efforts to provide advance notice of its access to the Premises and to cause a minimal amount of interference with HRHCare's use thereof.

SECTION 13. LIENS

Section 13.01 In the event it is permissible for any mechanics' or other liens to be filed against any portion of the Premises by reason of HRHCare's acts or omissions or because of a claim against HRHCare, HRHCare shall cause the same to be cancelled or discharged of record by bond or otherwise within ninety (90) days after notice from County. If HRHCare shall fail to cancel or discharge said lien or liens within said 90-day period, County may cancel or discharge the same and upon County's demand, HRHCare shall reimburse County for all costs incurred in canceling or discharging such liens together with an administrative fee equal to 5% of all such costs, such reimbursement to be paid as Additional Rent.

SECTION 14. CARE OF PREMISES BY COUNTY

Section 14.01 Subject to the provisions of **Section 9**, and excepting damage arising out of the willful acts or negligence of HRHCare, its officers, employees, agents, or invitees, the County shall provide general maintenance of the parking lots, walkways, and landscaped areas of the Premises, and shall provide snow removal on all parking lots and walkways of the Premises;

Section 14.02 The County agrees, at its sole cost and expense, to perform all necessary maintenance, repairs, and replacements to the Premises caused by the negligence or willful misconduct of the County or its officers, employees, contractors, subcontractors, agents, or representatives.

15. PREVAILING WAGE

Section 15.01 HRHCare agrees to comply with the prevailing wage requirements of Section 220 of the Labor Law in connection with any improvements or Alterations including, but not limited to the building lot, and all other portions of the Premises.

Section 15.02 No person performing, aiding in, or assisting in HRHCare's construction of any improvements or Alterations shall be paid less than the said prevailing rates as defined and utilized under Section 220 of the Labor Law.

Section 15.03 HRHCare, its contractors, and subcontractors shall file transcripts of original payrolls for the construction of any Alterations under this Lease, with the Department, within ten (10) days after its first payroll, and every thirty days thereafter, said payroll transcripts to be subscribed and affirmed as true under penalty of perjury. HRHCare, its contractors and subcontractors, shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations, to ensure that HRHCare, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRHCare, its contractors and/or subcontractors prior to the inspection.

Section 15.04 HRHCare agrees that it shall include clauses in all of its agreements with its contractors and subcontractors for the construction of any Alterations stating that: (i) said contractors and subcontractors shall pay prevailing wages, as agreed to in this Lease between County of Suffolk and HRHCare; (ii) said contractors and subcontractors shall file transcripts of original payrolls for all work performed in connection with the construction and preparation of the Improvements under this Lease with the Department within ten (10) days after its first payroll, and every thirty days thereafter, said transcripts to be subscribed and affirmed as true under penalty of perjury and (iii) HRHCare, its contractors, and subcontractors shall keep their books open for inspection by representatives of the Suffolk County Department of Audit and Control and/or its representatives, including the Office of the District Attorney, on a monthly basis during the construction of the Alterations to ensure that HRHCare, its contractors and subcontractors are in compliance with these terms and conditions, provided that twenty-four (24) hour-notice is given to HRHCare, its contractors and/or subcontractors prior to the inspection.

Section 15.05 During the construction of any Alterations, HRHCare shall maintain at the job site, and with County Department of Labor, a copy of all payrolls or transcripts thereof as would be required to be maintained pursuant to Section 220 of the New York Labor Law.

Section 15.06 During the construction of any Alterations, HRHCare shall provide to County employment attendance sheets for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form reasonably acceptable to County, containing such information as the Commissioner of the Department of Labor reasonably deems appropriate, including job classification, hours of employment, wage rate and supplements payable, and employer.

16. LAWFUL HIRING OF EMPLOYEES LAW IN CONNECTION WITH CONTRACTS FOR CONSTRUCTION OR FUTURE CONSTRUCTION

This Lease is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the **Exhibit B** entitled "Suffolk County Legislative Requirements." In accordance with this law, HRHCare and any contractor or subcontractor, as the case may be, agree to maintain the documentation mandated to be kept by this law on the Construction Site at all times. HRHCare and any contractor or subcontractor, as the case may be, further agree that employee sign-in sheets and register/log books shall be kept on the Construction 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 Construction Site during such working hours.

SECTION 17. INSURANCE

Section 17.01 Unless otherwise specified by the County and agreed to by the Contractor, in writing, throughout the term of this Lease and continuing during any holdover period as described in **Section 26**, below, HRHCare shall, at its own cost and expense, procure, pay the entire premium for, and maintain insurance in amounts and types as follows:

- a. COMMERCIAL GENERAL LIABILITY INSURANCE, including contractual coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) combined single limit for bodily injury and property damage per occurrence 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.
- b. 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. HRHCare shall furnish to the County, prior to execution of this Lease the documentation required by the State of New York Worker's Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Worker's Compensation Law. In accordance with General Municipal Law §108, this Lease shall be void and of no effect unless HRHCare shall provide and maintain coverage during the term of this Lease for the benefit of such employees required to be covered by the provisions of the Workers' Compensation Law.
- c. AUTOMOBILE LIABILITY INSURANCE 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.
- d. THEFT OR PILFERAGE - HRHCare assumes responsibility for all injury to or destruction of or loss by theft or pilferage of HRHCare's materials, tools, machinery, equipment, appliances, and personal property of employees, from whatever cause.

Section 17.02 Any contractors and subcontractors who may at any time be involved with construction or reconstruction of the Premises on behalf of HRHCare shall be required to procure and maintain throughout the term of construction insurance in the amounts and types specified in *Section 17.01*. HRHCare must provide insurance, prior to construction, for any and all contractors including but not limited to, sub-contractors engaged by it for the Construction Work.

Section 17.03 All policies required under this **Section 15** shall be issued by insurance companies with an A.M. Best rating of A- or better.

Section 17.04 HRHCare shall furnish to the County, prior to the execution of the Lease, certificates of insurance and endorsement pages for each policy of insurance, other than a policy for commercial general liability insurance, evidencing compliance with the aforesaid

insurance requirements. In the case of commercial general liability insurance, HRHCare shall provide certificates of insurance and endorsement page naming the County as additional insureds on said policy. Prior to the Commencement Date, HRHCare shall furnish to the County Declaration Pages for each policy of insurance described above, evidencing compliance with the aforesaid insurance requirements. HRHCare represents that such endorsement pages being provided are part of each policy of insurance it has obtained that relates to this Lease.

Section 17.05 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 HRHCare to notify the County immediately of any cancellation, nonrenewal, or material change in any insurance policy. Such Declaration Pages, certificates, policies, other evidence of insurance, and notices, shall be mailed to the Department at its address as set forth on the first page of this Lease or at other such address of which the County shall have given HRHCare written notice. Required limits of insurance are not to be modified by deductibles which the County deems excessive without the County's prior written permission.

SECTION 18. INDEMNIFICATION

Section 18.01 HRHCare hereby agrees to defend, indemnify and hold harmless the County, its officers, officials, employees, agents and servants (collectively "**Indemnified Parties**") from and against any and all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions (including appeals), costs, and expenses which arise out of or in connection with this Lease and/or HRHCare's use of the Premises.

Section 18.02 HRHCare agrees that it shall protect, indemnify, and hold harmless the Indemnified Parties from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses actually incurred by the Indemnified Parties and arising out of any claim asserted against such Indemnified Parties for infringement of copyright, including reimbursement of the cost of reasonable attorneys' fees incurred by the Indemnified Parties in defending any such action or proceeding arising out of or in connection with any claim asserted for infringement of copyright due to HRHCare's use of the Premises.

Section 18.03 The County shall indemnify and hold harmless HRHCare from and against all claims, costs (including attorney's fees), losses and liabilities of whatsoever nature arising out of the misconduct, omissions, or negligence of the County, its officers, agents, servants or employees in connection with the Premises.

Section 18.04 The provisions of this **Section 18** shall survive the expiration or early termination of this Lease.

SECTION 19. SIGNS

Section 19.01 HRHCare shall not, without the prior written approval of the County, which approval shall not unreasonably be withheld, erect, maintain or display any advertising, signs, posters or similar devices at or on the Premises or elsewhere at the facility; provided, however, that on interior portions of the Premises which are not visible from the public roadways, HRHCare may install necessary directional and identification signs.

SECTION 20. DAMAGE TO PREMISES

Section 20.01 County shall not be obligated to maintain insurance for loss from fire or other peril causing damage or destruction to the real property of the County or to rebuild in the event of a partial or complete loss at the Premises. In the event of such a loss, this Lease shall terminate unless HRHCare shall promptly restore the Premises. Rent shall in any event abate for the period the Premises are uninhabitable. HRHCare may at its option obtain fire and other peril insurance for said Premises. Such insurance shall name County as an additional insured and shall contain a waiver of subrogation against County.

Section 20.02 The risk of loss or destruction from any peril to the furniture, fixtures, equipment of other personal property of HRHCare while on the Premises shall be borne by the HRHCare. It is further understood that the HRHCare waives any right to subrogation against the County for loss or destruction or from any period to the furniture, fixtures, equipment or other personal property of the HRHCare while on the said Premises except in cases due to any active or passive negligence of the County, its employees, officers and agents.

Section 20.03 If all or any part of the Premises is destroyed by fire or other casualty, the County shall have no obligation to restore the Premises. In such event, HRHCare may elect to terminate this Lease.

SECTION 21. ASSIGNMENT AND SUBLETTING

Section 21.01 HRHCare shall not: (i) assign, sell, mortgage, pledge, encumber or in any manner transfer this Lease or the estate or term hereby granted in whole or in part, (ii) sublet all or any part of the Premises, or allow any other person to occupy all or any part thereof, or (iii) collect, assign or encumber any rents or other sums received by HRHCare under any Lease (each of which is a "transfer", and the respective transferring and transferred parties are a "transferor" and a "transferee"), without the prior written consent of the County, which consent shall not be unreasonably withheld. A transfer shall be deemed to include the use or occupancy of the Premises by any agency, contract agency, department, division or office of HRHCare, which use is not consistent with the use of the Premises permitted in **Section 2** or which use increases the cost to operate the Premises. An agreement where another person agrees to become responsible for all or a portion of HRHCare's obligations under this Lease shall be deemed a transfer.

Section 21.02 Notwithstanding anything contained herein to the contrary, in the event HRHCare requests the County's consent to a proposed transfer in writing, the County shall thereupon have thirty (30) days to exercise the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRHCare. Should HRHCare, in any other nature of transaction, permit or attempt to permit anyone other than HRHCare to occupy the Premises or any portion thereof, within thirty (30) days after the County's receipt of notice of such transaction, the County shall thereupon have the right and option (but no obligation) to cancel and terminate this Lease effective upon thirty (30) days written notice to HRHCare. If the County exercises its option to retake the entire Premises and terminate this Lease, the Parties shall have no further obligation to one another except for monetary obligations which accrued prior to the effective date of termination.

SECTION 22. DEFAULT REMEDIES/DAMAGES

Section 22.01 This Lease and the Term and estate hereby granted are subject to the limitation that,

- i) if HRHCare shall default in its obligation to establish, operate and maintain a health facility in accordance with the provisions of **Section 10** of this Lease, and any such default continues for thirty (30) days after the County shall give HRHCare a written notice specifying such default; or

- ii) if HRHCare defaults in the keeping, observance or performance of any other covenant or agreement set forth in this Lease, and if such default continues and is not cured within thirty (30) days after the County gives HRHCare notice specifying same, or, in the case of a default which for causes beyond HRHCare's reasonable control cannot with reasonable diligence be cured within such period of thirty (30) days, if HRHCare shall not immediately upon the giving of such notice, (a) advise the County of HRHCare's intention duly to institute all steps necessary to cure such default and (b) institute and thereafter diligently prosecute to completion all steps necessary to cure the same, then, in any such cases, in addition to any other remedy available at law or in equity, or
 - a. Filing by or the final adjudication against HRHCare of any petition in bankruptcy, or in the final adjudication of any petition for the appointment of a receiver or trustee for the assets or business of HRHCare; or
 - b. The making by the HRHCare of any general assignment for the benefit of creditors; or
 - c. The occurrence of any act which operates to deprive HRHCare permanently of the rights, powers and privileges necessary for the proper conduct and operation of its business granted herein; or
 - d. The abandonment and discontinuance of the operation of HRHCare; or
 - e. The failure of HRHCare to maintain all required insurance and to furnish evidence of same within ten (10) days of written demand by County;

the County may give to HRHCare a notice (the "**Termination Notice**") of intention to end the Term of this Lease specifying a day not less than Seven (7) Business Days thereafter.

Section 22.02 Upon the giving of the Termination Notice in accordance with **Section 20** of this Lease, this Lease and the Term and estate hereby granted shall expire and terminate upon the day so specified in the Termination Notice as fully and completely and with the same force and effect as if the day so specified were the Expiration Date and all rights of HRHCare shall terminate.

Section 22.03 From and after any date upon which a Termination Notice is given to HRHCare, the County, without further notice, may enter upon, re-enter, possess and repossess itself of the Premises, by force, summary proceedings, ejectment or otherwise, and may dispossess and remove HRHCare and all other persons and property from the Premises and may have, hold and enjoy the Premises. As used in this Lease the words "**enter**" and "**re-enter**" are not restricted to their technical legal meanings.

Section 22.04. No waiver by any Party of a breach of any covenants, agreements, obligations or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other covenant, agreement, obligation or condition hereof. Failure by a Party to declare any default immediately upon its occurrence or delay in taking any action in connection with such default shall not waive such default but the County shall have the right to declare any such default at any time thereafter.

Section 22.05 The rights and remedies hereby created are cumulative, and the use of one remedy shall not be construed to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law, in equity or otherwise. In the event of a breach or threatened breach on the part of the County, or HRHCare with respect to any of the covenants or agreements on the part of or on behalf of the County or HRHCare, to be kept, observed or performed, the County or HRHCare, as the case may be, shall also have the right of injunction. Any amounts paid by a Party to the other may be applied by the Party receiving such payment, in such Party's sole discretion, to any items then owing by the paying Party to the other under this Lease and receipt of a partial payment shall not be deemed to be an accord and satisfaction or waiver of the failure to make full payment unless otherwise agreed to in writing by the Parties hereto.

Section 22.06 If either the County or HRHCare shall fail to perform any of its obligations under this Lease ("non-performing party"), the other Party may perform the same at the expense of the non-performing party (i) immediately, with forty-eight (48) hours' notice to the non-performing Party, in the case of (a) an Emergency; (b) if such failure unreasonably interferes with the efficient operation of the building, (c) if such failure may result in a violation of any Legal Requirements or in the cancellation of any Required Insurance, and (ii) in any other case if such failure continues after ten (10) days from the date of the giving of written notice to the non-performing Party, of such Party's intention so to perform the same or, in the case of a failure which for causes beyond such Party's reasonable control cannot with reasonable diligence be cured within such ten (10) day period, such ten (10) day period shall be deemed extended if such Party immediately upon the receipt of such notice, (i) advises the other of its intention to institute all steps necessary to cure such failure and (ii) institutes and thereafter diligently prosecutes to completion all steps necessary to cure the same. If either the County or HRHCare performs any of the obligations of the non-performing party, the Party performing the work shall be entitled to reimbursement of the costs thereof, together with an administrative fee equal to ten percent (10%) of such costs, from the non-performing party, within forty-five (45) days after receipt by of the non-performing party of a written statement as to the amounts of such costs and fees incurred.

An "emergency" shall mean any situation where a reasonable person would conclude that a particular action (including, without limitation, the expenditure of funds) is immediately necessary (i) to avoid imminent material damage to all or any material portion of the Premises, (ii) to protect any person from imminent harm, or (iii) to avoid the imminent unforeseen and unforeseeable suspension of any necessary material service in or to the Premises, the failure of which service would have a material and adverse effect on the Premises or HRHCare's ability to utilize the Premises for its intended purposes.

SECTION 23. LIQUIDATED DAMAGES

Section 23.01 HRHCare acknowledges that failure by HRHCare to establish, operate, or maintain a health facility in accordance with the provisions of **Section 10** of this Lease will cause the County to incur substantial economic damages and losses of types and in amounts which are impossible to compute or ascertain with certainty as a basis for recovery by the County of actual damages, including but not limited to costs associated

with recommencing operation of a health center in the community. Accordingly, without limiting any rights that the County may have in law or in equity in years one (1) through five (5) of the Term of this Lease, in years six (6) through twenty-three (23) of the Term of this Lease, in lieu of actual damages for a default of HRHCare's obligations under **Section 10** of this Lease, HRHCare agrees that liquidated damages may be assessed and recovered by the County as against HRHCare, without the County being required to present any evidence of the amount or character of actual damages sustained by reason thereof. HRHCare shall be liable to the County for payment of liquidated damages in the amount of **\$2,000,000.00**. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and HRHCare shall pay them to the County without limiting the County's right to terminate this Lease for default as provided in **Section 22**.

SECTION 24. NOTICES

Section 24.01 **Operational Notices:** Any communication, notice, claim for payment, reports, insurance, or other submission necessary or required to be made by the Parties regarding this Lease shall be in writing and shall be given to the County, or HRHCare, or their designated representative, by regular or certified mail in postpaid envelope or by Courier Service at the following addresses or at such other address that may be specified in writing by the Parties and must be delivered as follows: (a) if to the County, to the Suffolk County Department of Public Works, Attention: Commissioner, 335 Yaphank Avenue, Yaphank, New York 11980; with copies to the Department of Health Services, Attention: Commissioner, 3500 Sunrise Highway, Suite 124, P.O. Box 9006, Great River, New York 11739-9006, and the Suffolk County Department of Law, Attn: Suffolk County Attorney, 100 Veterans Memorial Highway, P.O. Box 6100, Hauppauge, New York 11788-0099; (b) if to HRHCare, at HRHCare's address first set forth, or at such other address as the County or HRHCare, may designate in writing.

Section 24.02 **Notices Relating to Termination and/or Litigation:** In the event HRHCare or the County receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Lease, the Party receiving such notice shall immediately deliver to the other, at the address set forth above, copies of all papers filed by or against it in such lawsuit or legal proceeding.

- i) Any communication or notice regarding termination shall be in writing and shall be given to the addresses set forth in *Section 20.01* or at such other addresses that may be specified in writing by the Parties and shall be deemed to be duly given only if delivered: (i) personally [personal service on the County must be pursuant to New York Civil Practice Law and Rules Section 311]; (ii) by nationally recognized overnight courier; or (iii) mailed by registered or certified mail in a postpaid envelope addressed: notice shall be deemed to have been duly given (1) if delivered personally, upon acceptance or refusal thereof, (2) if by nationally recognized overnight courier, the first Business Day subsequent to transmittal and (3) if mailed by registered or certified mail, upon the seventh Business Day after the mailing thereof.
- ii) Any notice by one Party to the other with respect to the commencement of any lawsuit or legal proceeding shall be effected pursuant to and governed by the

New York Civil Practice Law and Rules or the Federal Rules of Civil Procedure, as applicable.

Section 24.03 Each Party shall give prompt written notice to the other Party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

SECTION 25. NO COUNTY LIABILITY FOR HRHCARE'S FAILURE

Section 25.01 Failure of HRHCare to perform any or all of its obligations hereunder shall not give rise to any liability on the part of the County or any of the County's departments, officers, officials, bureaus, agencies, employees, agents or representatives.

SECTION 26. SURRENDER OF PREMISES; HOLDOVER

Section 26.01 On the Expiration Date or upon the sooner termination of this Lease or upon any re-entry by the County, HRHCare shall, at its expense, quit, surrender, vacate and deliver the Premises to the County in good order, condition and repair, ordinary wear, tear and damage by the elements, fire or other casualty beyond HRHCare's reasonable control excepted, together with all improvements and fixtures therein. Upon the expiration or earlier termination of this Lease, HRHCare shall, at its expense, remove from the Premises all of HRHCare's personal property and any personal property of persons claiming by, through or under HRHCare and all non-approved Alterations, and shall repair or pay the cost of repairing all damage to the Premises occasioned by such removal.

Section 26.02 Any personal property or Alterations remaining in the Premises after the early termination of this Lease shall be deemed to have been abandoned and either may be retained by the County as its property or may be stored or disposed of as the County may see fit. If such property not so removed shall be sold, the County may receive and retain the proceeds of such sale and apply the same, at the County's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the County may be entitled. Any excess proceeds shall be the property of the County.

Section 26.03 Any personal property or Alterations remaining in the Premises after the Expiration Date shall be deemed to have been abandoned and either may be retained by the Landlord as its property or may be stored or disposed of as the Landlord may see fit. If such property not so removed shall be sold, the Landlord may receive and retain the proceeds of such sale and apply the same, at the Landlord's option, against the reasonable expenses of the sale, moving and storage, and any damages to which the Landlord may be entitled. Any excess proceeds shall be the property of the Landlord.

Section 26.04 Rent and Taxes: Notwithstanding any other provision of this Lease, in the event HRHCare shall remain in possession of the Premises after the termination of this Lease without the execution of a new lease between HRHCare and the County, HRHCare, subject to all of the other terms of this Lease insofar as the same are applicable to a holdover tenancy, and without waiving HRHCare's default or preventing the County from suing to obtain possession, shall be deemed to be occupying the Premises as a holdover, at a monthly rental equal to \$ _____ per month. In addition, HRHCare shall be liable to the County for the payment of Real Property Taxes, if any, and all other obligations of the County for the Premises not set forth in this Lease.

- a. Rent for the Premises payable by HRHCare during any holdover shall be payable to the County, at the County's address first set forth above, or at such other place designated by the County in writing, in equal monthly installments, in advance, on the first day of each calendar month.
- b. In addition to rent, HRHCare agrees to pay the County one-twelfth (1/12th) of any Real Estate Taxes levied upon the Premises in the current year, for each month, or portion thereof, which HRHCare is a holdover in the Premises, plus any penalties which may be assessed.
 - i) The term "**Real Estate Taxes**" shall mean and be deemed to include all real property taxes, assessments, county taxes, transit taxes, payment in lieu of taxes ("**PILOT**"), or any other governmental charge of a similar nature whether general, special, ordinary, or extraordinary, foreseen or unforeseen, of any kind or nature whatsoever, including without limitation, assessments for public improvements or benefits. If, due to a change in the method of taxation, any franchise, income, profit, sales, rental, use and occupancy, or other tax shall be substituted for or levied against the owner of the building and/or the land in lieu of Real Estate Taxes hereinabove defined, upon or with respect to the building or the land of which the Premises are a part, such tax shall be included in the term "Real Estate Taxes". Nothing contained herein shall be construed to include as "Real Estate Taxes" any inheritance, estate, succession, transfer, gift franchise, corporation, income or profit tax, increase in taxes due to a sale of the property, or capital levy that is or may be imposed upon the property owner.

Section 26.03 The provisions of this **Section 26** shall survive the expiration or earlier termination of this Lease.

SECTION 27. USE OF THE ROOF

Section 27.01 The County shall be entitled to maintain, on the roof of the building, antennae, microwave transmitters, receivers, stands, sleds and other attachments and supports and other communications or radio equipment ("**County's Roof Equipment**").

Section 27.02 HRHCare shall allow access to the County's Roof Equipment during normal business hours of HRHCare. The County must be escorted by HRHCare's building management during non-business hours. HRHCare shall provide the County with emergency access on an "as needed basis" on the same basis that it provides such access to power, gas, and incumbent telecommunication service providers.

Section 27.03 HRHCare hereby agrees not to disturb the County's rights of possession, quiet use and enjoyment of the roof top.

Section 27.04 HRHCare shall not acquire any interest in any portion of the County's Roof Equipment or any appurtenance thereto which shall be located on or affixed to the Premises.

SECTION 28. ENVIRONMENTAL RESPONSIBILITIES

Section 28.01 HRHCare shall not use or suffer the use of all or any part of the Premises to treat, generate, store, dispose of, transfer, release, convey or recover illegal hazardous

substances. HRHCare shall immediately notify the County of the presence or suspected presence of any hazardous substances on or about the Premises and shall deliver to the copies of any notice received by HRHCare with respect to any hazardous substances relating thereto. HRHCare shall, to the greatest extent permitted by law, indemnify the County against and pay all costs, expenses, fines, penalties or damages which may be imposed upon the County by reason of HRHCare's failure to comply with the provisions of this **Section 28**.

Section 28.02 Subject to the provisions of *Section 28.01*, HRHCare, at its sole expense, shall comply with all Environmental Laws applicable to the Premises and shall give the County prompt notice of any lack of compliance with any of the foregoing and of any notice it receives of the alleged violation of any Environmental Laws. The County shall cooperate with HRHCare's efforts hereunder; provided, however, that the County shall be required to incur any out of pocket costs in so doing. HRHCare shall, to the extent permitted by law, indemnify the County against all claims, losses, costs, expenses, fines, penalties and damages which may be imposed upon the County by reason of or arising out of HRHCare's failure fully and promptly to comply with the provisions of this **Section 28**.

Section 28.03 The County represents and warrants that, to the best of its knowledge, all material Environmental Conditions at the Premises, of which the County is aware, have been disclosed to HRHCare.

Section 28.04 In addition to, and without limiting the generality of, the provisions of **Section 15**, HRHCare shall be solely responsible for and shall, to the extent permitted by law, indemnify and hold harmless the County from and against any claims arising out of or in connection with HRHCare's storage, management, treatment, generation, release, use and/or disposal of hazardous substances introduced in, on, or about the Premises by HRHCare, or arising out of or in connection with any Environmental Condition caused by HRHCare, or the removal, cleanup and restoration work and materials necessary to return the Premises to the condition existing prior to the appearance of HRHCare's hazardous substances.

Section 28.05 The provisions of this **Section 28** shall survive the expiration or earlier termination of this Lease.

SECTION 29. SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

Section 29.01 The Parties agree to be bound by the terms of Suffolk County Legislative Requirements, annexed hereto as **Exhibit C** and made a part hereof.

SECTION 30. PARAGRAPH HEADINGS

Section 30.01 The paragraph headings in this Lease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

SECTION 31. QUIET ENJOYMENT

Section 31.01 The County covenant that if and so long as HRHCare fully and faithfully performs the covenants hereof, HRHCare shall peaceably and quietly have, hold and enjoy the Premises for the term, subject to the provisions of this Lease.

SECTION 32. MISCELLANEOUS

Section 32.01 HRHCare may not record this Lease, any portion thereof, any memorandum thereof or make reference thereto in any other recorded document or instrument without the prior written consent of the County.

Section 32.02 The covenants and agreements contained in this Lease shall bind and inure to the benefit of the Parties and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

Section 32.03 The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one tenant and to any person, males or females, shall in all instances be assumed as though fully expressed. References contained herein to Sections, Exhibits and Schedules shall be deemed to be references to the Sections, Exhibits and Schedules of and to this Lease unless specified to the contrary.

Section 32.04 The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

Section 32.05 In any action brought by County for the enforcement of the obligations of HRHCare, County shall be entitled to recover interest at the statutory rate and reasonable attorney's fees.

SECTION 33. NO REPRESENTATIONS

Section 33.01 The Parties have made no representations or promises, except as contained herein, or in some further writing signed by the Parties. The County has not made any representations or promises with respect to the physical condition of the Premises, permissible uses of the Premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the Premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by HRHCare by implication or otherwise except as expressly set forth in the provisions of this Lease.

SECTION 34. NO WAIVER; ORAL CHANGES

Section 34.01 The failure of any of the Parties to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Lease cannot be changed or terminated orally but only by an agreement in writing signed by HRHCare and the County.

SECTION 35. GOVERNING LAW

Section 35.01 This Lease shall be construed and interpreted in accordance with the laws of the State of New York, and without regard to its conflict of laws provisions. Venues shall be designated as Suffolk County, New York or the United States District Court for the Eastern District of New York.

SECTION 36. COOPERATION ON CLAIMS

Section 36.01 Each of the Parties hereto agrees to render diligently to the others, without additional compensation, any and all cooperation, that may be required to defend the other Parties, its employees and designated representatives against any claim, demand or action that may be brought against the other Parties, its employees or designated representatives in connection with this Lease.

SECTION 37. NOT A CO-PARTNERSHIP OR JOINT VENTURE

Section 37.01 Nothing herein contained shall create or be construed as creating a co-partnership or joint venture between the Parties or to constitute HRHCare as an agent or employee of the County.

SECTION 38. BROKER

Section 38.01 HRHCare and the County, each to the other, represent and warrant that no broker or finder took any part in any dealings, negotiations, or consultations with respect to the Premises or this Lease. The Parties, each to the other, agree to indemnify, defend, and hold harmless the other against any claim, demand and judgment which may be made or obtained against said Party by any broker claiming a commission for bringing about this Lease.

SECTION 39. CERTIFICATION

Section 39.01 The Parties to this Lease hereby certify that, other than the funds provided in this Lease and other valid agreements with the County, there is no known relationship within the third degree of consanguinity, life partner, or business, commercial, economic, or financial relationship between the Parties, the signatories to this Lease, and any partners, members, directors, or shareholders of more than five percent (5%) of any party to this Lease.

SECTION 40. SUCCESSORS BOUND

Section 40.01 This Lease shall bind, and inure to the benefit of, the Parties and their respective heirs, executors, administrators, successors and assigns.

SECTION 41. COUNTY REPRESENTATIVES

Section 41.01 It is expressly understood and agreed by and between the Parties hereto that the officers, officials, employees and agents of the County are acting in a representative capacity for the County of Suffolk and not for their own benefit, and HRHCare shall not have any claim against them or any of them as individuals in any event whatsoever.

SECTION 42. INDEPENDENT CONTRACTOR

Section 42.01 It is expressly agreed that HRHCare's status hereunder is that of an independent contractor. Neither HRHCare, nor any person hired by HRHCare shall be considered employees of the County for any purpose.

SECTION 43. EXECUTION BY HRHCARE

Section 43.01 HRHCare warrants that its entry into this Lease was duly considered and authorized by its organizational body and pursuant to its by-laws, operating agreements and/or internal procedures.

SECTION 44. EXECUTION BY COUNTY

Section 44.01 The County warrants that its entry into this Lease was duly considered and authorized by the County Legislature and pursuant to law and/or local or internal procedures.

SECTION 45. SEVERABILITY

Section 45.01 It is expressly agreed that if any term or provision of this Lease and/or any amendment hereto, or the application thereof to any person or circumstances, shall be held invalid or unenforceable to any extent, the remainder of this Lease and any amendment hereto, or the application of such term or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of this Lease and any amendment hereto shall be valid and shall be enforced to the fullest extent permitted by law.

SECTION 46. INTERPRETATION

Section 46.01 This Lease is to be construed and interpreted without regard to any presumption or other rule requiring construction or interpretation against the Party causing this Lease to be drafted.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be executed and delivered as of the last date set forth below.

LANDLORD

COUNTY OF SUFFOLK

By: _____

Name: Dennis M. Cohen
Title: Chief Deputy County Executive

Date: _____

TENANT

HUDSON RIVER HEALTHCARE, INC.

By: _____

Name:
Title:

Date: _____

APPROVED AS TO LEGALITY:

Dennis M. Brown, Suffolk County Attorney

By: _____

Name: Basia Deren Braddish

Title: Assistant County Attorney

Date: _____

REVIEWED AND APPROVED:

DEPARTMENT OF HEALTH SERVICES

By: _____

Name: Margaret B. Bermel, M.B.A.

Title: Director of Health Administrative Services

Date: _____

_____, hereby certifies under penalties of perjury that I am an officer of Hudson River Healthcare, Inc., that I have read and I am familiar with §A5-7 of Article V of the Suffolk County Code, and that Hudson River Healthcare, Inc. meets all requirements to qualify for exemption thereunder.

Name: _____

Date: _____

REVIEWED AND APPROVED:

DEPARTMENT OF PUBLIC WORKS

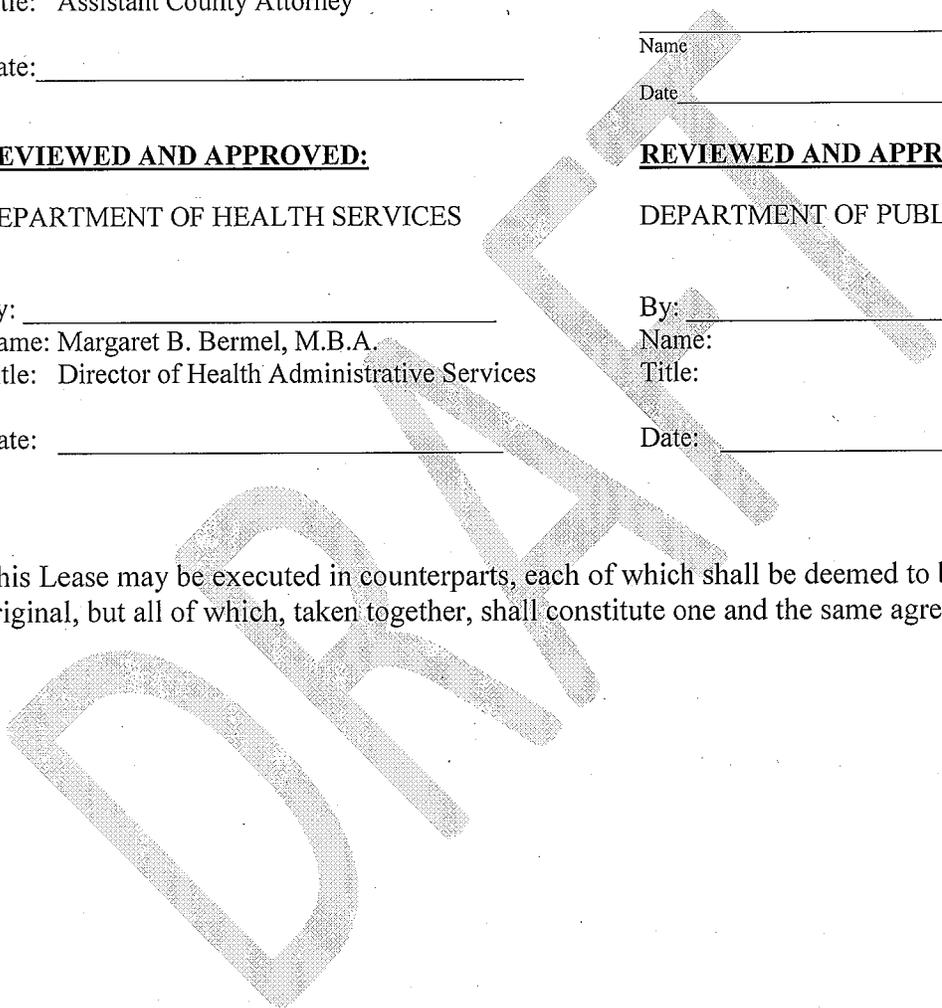
By: _____

Name: _____

Title: _____

Date: _____

This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.



ACKNOWLEDGEMENT

STATE OF NEW YORK }

SS:

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ACKNOWLEDGEMENT

STATE OF NEW YORK }

SS:

COUNTY OF SUFFOLK }

On the ____ day of _____ in the year 2014 before me, the undersigned, personally appeared _____, *Chief Deputy County Executive*, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individuals(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**Exhibit A
Floor Plan**

(See Attached)

DRAFT

EXHIBIT B
Summary of Responsibilities

ITEM	COUNTY	HRHCare
1) UTILITIES (Proportionate share in accordance with <i>Section 6</i> of Lease)		
A) OIL		X
B) GAS		X
C) WATER		X
D) ELECTRICITY		X
2) H.V.A.C. EQUIPMENT		X
A) REPAIR & REPLACE		
B) ORDINARY PREVENTIVE MAINTENANCE		X
C) CHANGE AIR FILTER: QUARTERLY		X
3) ELECTRIC EQUIPMENT		X
A) REPAIR & REPLACE (See Note 1 below)		X
B) INTERIOR REPAIR & REPLACE; LAMP & BALLAST REPLACEMENT (See Note 2 below)		X
C) EMERGENCY LIGHTING AND EXIT LIGHTING		X
D) PARKING FIELD & EXTERIOR BULDING LIGHTING	X	
E) PARKING FIELD LAMP REPLACEMENT	X	
4) PLUMBING		
A) ORDINARY REPAIR & REPLACE (See Note 3 below)		X
B) EVERYTHING FROM HOUSE TRAP OUT, MAINS		X
C) CLEAN OUT: DRAINAGE STRUCTURES & SYSTEMS		X
D) CLEAN OUT: SEWAGE STRUCTURES & SYSTEMS		X
5) STRUCTURAL REPAIRS IN ACCORDANCE WITH SECTION 9 OF THE LEASE (roof & roofing, interior, drainage structures & systems, sewage structures & systems)		X

ITEM	COUNTY	HRHCare
A) REPAIR: sidewalks, curbs, ramps, driveways, parking areas	X	
6) CUSTODIAL		X
7) CLEAN WINDOWS – EXTERIOR, 1X/year		X
8) CARTAGE		X
A) MEDICAL WASTE		X
9) SNOW & ICE REMOVAL TO PARKING AREAS, DRIVES, RAMPS & WALKS	X	
10) GROUNDS MAINTENANCE		
A) GRASS & LANDSCAPING MAINTENANCE	X	
B) IRRIGATION OF GRASS & LANDSCAPING	X	
C) PARKING FIELD	X	
D) PARKING FIELD SWEEPING AND DEBRIS REMOVAL (Minimum 2x per year)	X	
11) INTERIOR REPAIR & MAINTENANCE (See Note 5 below)		X
12) INTERIOR PAINTING		X
15) GLAZING		X
16) TAXES (SEE SECTION 6)	N/A	
17) VERMIN AND RODENT EXTERMINATION		X
18) FIRE SPRINKLERS & RPZ – MAINTENANCE AND TESTING		X
19) FIRE AND SECURITY ALARM – INSTALLATION, MAINTENANCE AND REPAIR		X

EXHIBIT C

SUFFOLK COUNTY LEGISLATIVE REQUIREMENTS

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

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

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-7 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."

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.

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. Safeguarding Personal Information of Minors

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

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

information of any minor participating in their programs.

13. 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 Exhibit 2

REQUEST FOR THE INTRODUCTION OF SUFFOLK COUNTY LEGISLATION
OFFICE OF THE COUNTY EXECUTIVE
County of Suffolk

- (1) Please limit this suggestion form to ONE proposal.
- (2) Describe in detail.
- (3) Attach all pertinent backup material.

Submitting Department
(Dept. Name & Location):
Department of Health Services
3500 Sunrise Hwy, Suite 124
Great River, NY 11739

Department Contact Person
(Name & Phone No.):
Margaret Bermel
Director of Health Administrative Services
854-0097

Suggestion Involves:

Technical Amendment

New Program

Grant Award

Contract (New Rev.)

Summary of Problem: (Explanation of why this legislation is needed.)

This legislation is needed to authorize a lease agreement with Hudson River Healthcare, Inc. for the premises located at 1080 Sunrise Highway, Amityville, New York.

Proposed Changes in Present Statute: (Please specify section when possible.)

PLEASE FILL IN REVERSE SIDE OF FORM

SCIN FORM 175a (10/95) Prior editions of this form are obsolete.

1321

Intro Res. No. -2014

laid on Table 3/18/14

Introduced by Presiding Officer Gregory

**RESOLUTION No. -2014, APPOINTING SONDR A COCHRAN
AS A MEMBER OF THE SUFFOLK COUNTY INDUSTRIAL
DEVELOPMENT AGENCY (IDA)**

WHEREAS, Resolution Nos. 1142-1975 and 1245-1975 implemented the creation of the Suffolk County Industrial Development Agency ("IDA") pursuant to Section 991-a of the NEW YORK GENERAL MUNICIPAL LAW and made the initial appointments to that Agency; and

WHEREAS, Section 856 (2) of the NEW YORK GENERAL MUNICIPAL LAW permits the appointment of seven (7) members to the said IDA; and

WHEREAS, David Rosenberg has resigned from the IDA; now, therefore be it

1st **RESOLVED**, that Sondra Cochran residing in West Babylon, New York, be and hereby is appointed as a member of the Suffolk County Industrial Development Agency (IDA) to replace David Rosenberg and be it further

2nd **RESOLVED**, that such member so appointed shall serve at the pleasure of the Suffolk County Legislature; and be it further

3rd **RESOLVED**, that this resolution shall take effect immediately.

DATED:

**EFFECTIVE PURSUANT TO SECTION 2-15 (A) OF THE SUFFOLK COUNTY
CHARTER AND SECTION 856 (2) OF THE NEW YORK GENERAL MUNICIPAL
LAW**