

Suffolk
COUNTY COMMUNITY COLLEGE
OFFICE OF BUSINESS AND FINANCIAL AFFAIRS

Via Email: leo.gafney@sbcglobal.net

October 2, 2020

Dr. Leo Gafney
1147 West Hill Road
Lakeville, CT 06039

Re: Assignment of College Agreement for Consulting Services
National Science Foundation (NSF) S-STEM Project

Dear Dr. Gafney:

We are in receipt of your request seeking the College's consent to assign the above-referenced Agreement (copy attached) to Dr. Julie L. Gafney.

In accordance with the Agreement at Exhibit A, paragraph 16(a), this will confirm that Suffolk County Community College hereby consents to the assignment of the Agreement to Dr. Julie Gafney. **This assignment shall be deemed effective as of August 18, 2020.** All other terms and conditions contained in the Agreement, not inconsistent herewith, shall remain in full force and effect.

Very truly yours,



Mark D. Harris, DBA
Vice President for Business and Financial Affairs

Attach.

cc: Professor Sean Tvelia, Academic Chair, Department of Physical Science
Lori Pipczynski, Director of External Affairs and Strategic Partnerships
Alicia S. O'Connor, College Deputy General Counsel
Dr. Julie L. Gafney

External Evaluator - NSF-S-STEM
Leo Gafney
(2018-2022)

AGREEMENT

This Agreement (Agreement) is between **Suffolk County Community College (College)**, having its principal office at 533 College Road, Selden, New York 11784-2899, a community college established pursuant to New York State Education Law, under the sponsorship of the **County of Suffolk (County)**, a municipal corporation of the State of New York, and

Leo Gafney (Consultant), 147 Wells Hill Road, Lakeville, Connecticut 06039.

The parties hereto desire for Consultant to provide the College with program evaluation consulting services for the College's **National Science Foundation (NSF) S-STEM** project.

Term of Agreement: Upon execution of contract through February 28, 2022 or the end of the NSF S-STEM project grant contract, whichever is later.

Total Cost of Agreement: Not to exceed \$17,000 over the period of the contract, as set forth in Exhibit E attached.

Terms and Conditions: Shall be as set forth in Exhibits A through F, attached hereto and made a part hereof.

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

Leo Gafney
Fed. Tax ID #:
Tel.:

By: Leo Gafney
Leo Gafney

Date: 10/25/2018

Approved as to Legality:
Suffolk County Community College

By: Louis J. Petrizzo
Louis J. Petrizzo
College General Counsel/Executive V.P.

Date: 10/29/18

Suffolk County Community College

By: Dr. Shaun L. McKay
Dr. Shaun L. McKay
President

Date: 11/1/18

Approved:
Suffolk County Community College

By: Gail Vizzini
Gail Vizzini
Vice President for Business and
Financial Affairs

Date: 10/29/18

LIST OF EXHIBITS

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External Evaluator - NSF-S-STEM
Leo Gafney
(2018-2022)

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EXHIBIT A
General Terms and Conditions

Whereas, on May 30, 2018, the College issued a Request for Qualifications, and, in response thereto, established a list of eligible and qualified Program Evaluation Consultants, which included Consultant; and

Whereas, on June 6, 2018, Consultant submitted a proposal in response to the request (See, Exhibit F); and

Whereas, the College has selected Consultant to provide the services as set forth herein; and

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

1. Consultant Responsibilities

a. Services

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

b. Qualifications and Licenses

To the extent applicable, Consultant specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that Consultant has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required authorizations, certificates, certifications, registrations, licenses, permits or other approvals required by the State, County or other authorities for the Services provided.

2. Term and Termination

a. Term

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

b. Termination for Cause

i. A failure to maintain the amount and types of insurance required by this Agreement may result in immediate termination of this Agreement, in the sole discretion of the College.

ii. Failure to comply with federal, state or local laws, rules, regulations, or College or County policies or directives may result in immediate termination of this Agreement, in the sole discretion of the College.

- iii. If Consultant becomes bankrupt or insolvent or falsifies its records or reports, or misuses its funds from whatever source, the College may terminate this Agreement in whole or in part, effective immediately, or, at its option, effective at a later date specified in the notice of such termination to Consultant.
- iv. In the event of a failure on the part of Consultant to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless Consultant is given five (5) calendar days' (or longer, at the College's option) written notice of intent to terminate (Notice of Intent to Terminate), delivered in accordance with the Exhibit entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) Consultant will be given an opportunity for consultation with the College and an opportunity to cure all failures of its obligations prior to termination by the College. In the event that Consultant has not cured all its failures to fulfill its obligations to the satisfaction of the College by the end of the (5) day period (or longer, at the College's option), the College may issue a written termination notice (Termination Notice), effective immediately.

c. Termination for Emergencies

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

d. Termination for Convenience

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

e. Payments upon Termination

- i. Upon receiving a Termination Notice, Consultant shall promptly discontinue all services affected unless otherwise directed by the Termination Notice.
- ii. The College shall be released from any and all responsibilities and obligations arising from the services provided in accordance with this Agreement, effective as of the date of termination, but the College shall be responsible for payment of all claims for services provided and costs incurred by Consultant prior to termination of this Agreement, that are pursuant to, and after Consultant's compliance with, the terms and conditions of this Agreement.
- iii. Upon termination, Consultant agrees to promptly reimburse to the College the balance of any funds advanced to Consultant by the College. Upon termination, any funds paid to Consultant by the College which were used by Consultant in a manner that failed to comply with the terms and conditions of this Agreement must be

promptly reimbursed. If there is no response or if satisfactory repayments are not made, the College may recoup such payments from any amounts due or becoming due to Consultant from the College under this Agreement or otherwise. The provisions of this subparagraph shall survive the expiration or termination of the Agreement.

3. Indemnification

a. General

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

b. Federal Copyright Act

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

4. Insurance

- a. Consultant agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified by the College and as may be mandated and increased from time to time. Consultant agrees to require that all of its subcontractors, in connection with work performed for Consultant related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the College for Consultant. Unless otherwise specified by the College and agreed to by Consultant, in writing, such insurance shall be as follows:

- i. Commercial General Liability insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability insurance (if any vehicles are used by Consultant in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. Consultant shall furnish to the College, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless Consultant shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. Professional Liability insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per-occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. Consultant shall furnish to the College Declaration Pages for each such policy of insurance and upon request, a true and certified original copy of each such policy, evidencing compliance with the aforesaid insurance requirements. In the case of commercial general liability insurance, the College and the County of Suffolk shall be named as additional insureds and Consultant shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy.
 - d. Any such Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance supplied to the College shall provide for the College and the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal or material change in the policies. Such Declaration Page, certificate of insurance, policy, endorsement page, other evidence of insurance and any notice of nonrenewal or material change shall be mailed to the College and the County at the addresses set forth in this Agreement in the exhibit entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given Consultant notice in writing.
 - e. In the event Consultant shall fail to provide the Declaration Page, certificate of insurance, policy, endorsement page or other evidence of insurance, or fails to maintain any insurance required by this Agreement, the College and/or the County may, but shall not be required to, obtain such policies and deduct the cost thereof from payments due Consultant under this Agreement or any other agreement between the College and/or the County and Consultant.

5. Independent Contractor

It is expressly agreed that Consultant's status hereunder is that of an independent contractor. Neither Consultant, nor any person hired by Consultant shall be considered employees of the College and/or the County for any purpose.

6. Severability

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

7. Merger; No Oral Changes

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

8. Set-Off Rights

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

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. Consultant shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or

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

c. **COLLEGE'S NON-DISCRIMINATION NOTICE**

Suffolk County Community College does not discriminate on the basis of race, color, religion, creed, sex, age, marital status, gender identity or expression, sexual orientation, familial status, pregnancy, predisposing genetic characteristics, equal pay compensation-sex, national origin, military or veteran status, domestic violence victim status, criminal conviction or disability in its admissions, programs and activities, or employment. This applies to all employees, students, applicants or other members of the College community (including, but not limited to, vendors and visitors). Grievance procedures are available to interested persons by contacting either of the Civil Rights Compliance Officers/Coordinators listed below and are located at www.sunysuffolk.edu/nondiscrimination. Retaliation against a person who files a complaint, serves as a witness, or assists or participates in the investigation of a complaint in any manner is strictly prohibited.

The following persons have been designated to handle inquiries regarding the College's non-discrimination policies:

Civil Rights Compliance Officers:

Christina Vargas
Chief Diversity Officer/Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
vargasc@sunysuffolk.edu
(631) 451-4950

or
Dionne Walker-Belgrave
Affirmative Action Officer/Deputy Title IX Coordinator
Ammerman Campus, NFL Bldg., Suite 230
533 College Road, Selden, New York 11784
walkerd@sunysuffolk.edu
(631) 451-4051

10. Nonsectarian Declaration

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

11. Governing Law

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

12. No Implied Waiver

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

13. Conflicts of Interest

- a. Consultant agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. Consultant is charged with the duty to disclose to the College and/or the County the existence of any such adverse interests, whether existing or potential. This duty shall continue so long as Consultant is retained on behalf of the College. The determination as to whether or when a conflict exists or may potentially exist shall ultimately be made by the College General Counsel and the County Attorney after full disclosure is obtained.

14. Cooperation on Claims

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

15. Confidentiality

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

16. Assignment and Subcontracting

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

17. No Intended Third Party Beneficiaries

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

18. Certification as to Relationships

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

19. Publications and Publicity

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

20. Copyrights and Patents

a. Copyrights

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

b. Patents

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

End of Text for Exhibit A

EXHIBIT B
Suffolk County Legislative Requirements

NOTE: All applicable forms may be found at:
<http://www.suffolkcountyny.gov/Portals/0/ecodev/RFQ/RFQ%20FORMS%20PACKET%204%2018%2013.pdf>

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

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

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

2. Living Wage Law

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

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

Required Forms: Suffolk County Living Wage Form LW-1; entitled "Suffolk County Department of Labor- Living Wage Unit Notice of Application for County Compensation (Contract)"

Suffolk County Living Wage Form LW-38; entitled "Suffolk County Department of Labor- Living Wage Unit Living Wage Certification/Declaration- Subject To Audit"

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

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

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

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

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

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

Required Form: Suffolk County Labor Law Form DOL-L01; entitled "Suffolk County Department of Labor- Labor Mediation Unit Union Organizing Certification/Declaration- Subject to Audit"

4. Lawful Hiring of Employees Law

This Agreement is subject to the Lawful Hiring of Employees Law of the County of Suffolk (Local Law 52-2006). It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury) certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with

respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the Consultant, 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.

Consultant acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of this agreement.

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

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

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

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

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

5. **Gratuities**

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non-Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. Suffolk County Local Laws

Suffolk County Local Laws, Rules and Regulations can be found on the Suffolk County website at <http://suffolkcountyny.gov/>.

End of Text for Exhibit B

EXHIBIT C
Notices and Contact Persons

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

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

For the College

Gail Vizzini
Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

For Consultant

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

2. Notices Relating to Insurance

Any notice relating to insurance necessary or required to be made by the parties regarding this Agreement shall be in writing and shall be given to the College or Consultant or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College

Louis J. Petrizzo
College General Counsel / Executive VP
Suffolk County Community College
533 College Road, NFL230 Selden,
NY 11784-2899

For Consultant

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

3. Notices Relating to Termination and/or Litigation

In the event Consultant receives a notice or claim or becomes a party (plaintiff, petitioner, defendant, respondent, third party complainant, third party defendant) to a lawsuit or any legal proceeding related to this Agreement, Consultant shall immediately deliver to the College General

External Evaluator - NSF-S-STEM
Leo Gafney
(2018-2022)

Counsel and the County Attorney, at the addresses set forth below, copies of all papers filed by or against Consultant.

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

For the College and the County:

Louis J. Petrizzo
College General Counsel / Executive VP
Suffolk County Community College 533
College Road, NFL 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

For Consultant:

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

Notices for all parties (except those related to termination or litigation) should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by courier service, or by fax or by email.

Notices related to termination or litigation should be delivered by first class and certified mail, return receipt requested, in a postpaid envelope or by nationally recognized courier service or personally and by first class mail.

Notices shall be deemed to have been duly delivered: (i) if mailed, upon the seventh business day after the mailing thereof; or (ii) if by nationally recognized overnight courier service, upon the first business day subsequent to the transmittal thereof; or (iii) if personally, pursuant to New York Civil Practice Law and Rules Section 311; or (iv) if by fax or email, upon the transmittal thereof. "Business Day" shall be defined as any day except a Saturday, a Sunday, or any day in which commercial banks are required or authorized to close in Suffolk County, New York.

Each party shall give prompt written notice to the other party of the appointment of successor(s) to the designated contact person(s) or his or her designated successor(s).

End of Text for Exhibit C

External Evaluator - NSF-S-STEM
Leo Gafney
(2018-2022)

EXHIBIT D
Description of Services

STATEMENT OF WORK
GRANTS CONSULTATION
NSF S-STEM External Evaluation

Consultation services are requested to assist Suffolk County Community College (Suffolk) in the evaluation of the College's 2016 proposed National Science Foundation S-STEM project. The services requested include both formative and summative assessment and external evaluation. Co-PI Candice Foley has STEM project assessment experience and will lead the internal evaluation effort.

Formative assessment will occur as:

- S-STEM scholarships are awarded;
- An online research course curriculum is developed and implemented;
- Partnerships with four-year institutions, research facilities and industry are instantiated in meetings and conferences;
- Student support systems, such as structured mentoring, small group and one-on-one tutoring programs and internship opportunities, are developed and implemented;
- Project activities and innovations are disseminated

Summative assessment, which will be both qualitative and quantitative, will occur at the conclusion of each project year and at the end of the project.

Both formative and summative assessment methods will be finalized through collaboration between project staff and the Consultant. The Consultant will collaborate with project staff to evaluate the project and generate an evaluation report each year and at the project's conclusion to assess both the achievement of each objective and the effectiveness of the objectives to achieving the project goals. Impact on enrollment in STEM disciplines, retention, student success and completion will gauge the potential effectiveness of the project activities on increasing the STEM pipeline. Data collected with the assistance of the Advisory Board, including reviews of curriculum, exercises, and activities, reports of research activities, and follow-up interviews with participants completing the program will measure potential effectiveness of project activities.

All evaluation activities must be completed on time and must be performed to the satisfaction of the NSF Program Office. All draft evaluation reports will be submitted by email to the project staff at least 10 business days prior to federal grant deadlines to allow for comments, constructive feedback, as well as suggested editorial changes. Each annual report so amended must be submitted to the College by e-mail at least 3 business days prior to federal grant reporting deadlines. All off-site work will be done via the telephone, e-mail or by overnight mail, as appropriate.

Period of performance: Upon contract execution through February 28, 2022 or the end of the NSF S-STEM project grant contract, whichever is later.

End of Text for Exhibit D

EXHIBIT E
Payment Terms and Conditions

1. Specific Payment Terms and Conditions

- a. The fee for program evaluation consultation services will not exceed \$17,000 over the full term of the contract.
- b. Travel-related expenses are estimated at approximately \$500.00 per trip to campus and are subject to expenses incurred, as verified by receipts.
 - i. **Transportation.** College will reimburse for Economy/Coach airfare only. Mileage will be reimbursed according to applicable rates in effect as determined by the Internal Revenue Service.
 - ii. **Meals.** Meal receipts must be itemized (credit card receipt with a total amount is not acceptable) and include charges for consultant only. Alcoholic beverages will not be reimbursed.
 - iii. **Lodging.** Consultant will be reimbursed according to the applicable GSA per diem rates.
- c. Invoices will be submitted quarterly and will be paid upon verification of completion of work in accordance with the following schedule:

<u>Phase</u>	
For work conducted within Academic Year 2018-2019 (9 days @ \$600)	\$5,400
For work conducted within Academic Year 2019-2020 (7 days @ \$600)	\$4,200
Through to receipt of Final Report (11.5 days @ \$600 + travel @ \$500)	<u>\$7,400</u>
	\$17,000

- d. Maximum amount to be paid to Consultant over the term of the Agreement - inclusive of both consulting service and travel-related expenses - is \$17,000.

2. General Payment Terms

- a. Consultant shall prepare and present an invoice to the College. Invoices shall be documented by sufficient, competent and evidential matter. Payment by the College will be made within thirty (30) days after approval by the College.
- b. Consultant agrees that it shall be entitled to no more than the fees set forth in this Exhibit E for the completion of all work, labor and services contemplated in this Agreement.
- c. The charges payable to Consultant under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. Prior to authorizing payment to Consultant, the College shall perform a thorough review of the work performed by Consultant under this Agreement and shall formally certify, in writing, that Consultant's work has been satisfactorily completed in full compliance with the terms of this

Agreement. This certification of compliance shall be included with the standard claim documentation and forwarded to the College for claim audit and authorization for payment.

- e. From the payments provided for Consultant in this Agreement, Consultant shall pay for all materials and supplies used by Consultant in the performance of the services to be rendered by Consultant or its agents or employees of any kind whatsoever and no extra or additional charges shall be made therefore.
- f. Consultant shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of seven (7) years and shall be available for audit and inspection by the College or its duly designated representative only to verify that payments were properly made and to verify the nature and extent of costs applicable to services provided under this Agreement.
- g. The College may, at any time, by written order, make changes within the general scope of this Agreement in the services or work to be performed. If such changes cause an increase or decrease in Consultant's cost of, or time required for, performance of any services under this Agreement, an equitable adjustment shall be made and this Agreement shall be the notification of change unless the College grants a further period of time before the date of final payment under this Agreement. No services for which additional compensation will be charged by Consultant shall be furnished without written authorization by the College, which authorization shall include the amount of additional compensation.

The acceptance by Consultant of full payment of all billings made on the final approved College voucher under this Agreement shall operate as and shall be a release to the College and/or the County from all claims for payment and liability to Consultant, its successors, legal representatives and assigns, for anything done or furnished under and by the provisions of this Agreement.

3. Agreement Subject to Appropriation of Funds

This Agreement is subject to the amount of funds appropriated and any subsequent modifications thereof and no liability shall be incurred by the College and/or the County under this Agreement beyond the amount of funds appropriated for the Services covered by this Agreement.

4. Limit of College's Obligations

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

End of Text for Exhibit E

EXHIBIT F **Consultant's Proposal**

S-STEM SCCC SUCCESS Project Evaluation Plan

The first phase of the S-STEM will focus on implementation, seeking to answer the following.

- Are activities implemented according to plans?
- What issues arise in the implementation and how are they addressed?
- What are the communications and activities among partnering institutions?

The resources, activities, and outcomes on which the project is structured are described throughout the proposal. Resources include the experiences and expertise of the investigators and faculty; cooperation across institutions; scientific equipment and labs; and funding. Activities include: scholarships, support in student transitions; summer and online research experiences; Outcomes include the successful attainment of goals identified in the proposal in terms of numbers of students, motivation toward STEM, progress, and academic performance.

The evaluation will be shared. Faculty will assess students' academic progress. The PI and other administrators will assess progress using quantitative measures. The external evaluator will focus first on implementation, then on institutionalization, and dissemination. Reports will be prepared—annual and for special areas as needed.

The evaluation will employ a variety of strategies and activities, including following.

- Review of program documents, curriculum materials and related literature.
- Phone interviews with faculty and project administrators.
- Site visits with focus groups, interviews, and observations.
- Surveys including SALG to assess motivation, progress, and responses to program initiatives.
- Data analysis and report preparation.

Evaluation activities will shift focus from implementation as appropriate. The shift in emphasis will depend on activities and issues but will generally be as follows.

- Phase 1. Focus on initial implementation with special attention to whether structures, roles, and training are successfully introduced; with targeted numbers participating.
- Phase 2. The evaluation will shift attention from implementation to goals, considering whether activities become more integrated in accomplishing the objectives.

The following table shows connections among the project activities that will engage the external evaluation.

Objectives/Activities	Evaluation Activities	Outputs	Outcomes
G1. Increase number of students and faculty	Institutional data	Targeted numbers	Persistence over time
Research internships and workplace networking	Surveys [SALG] Focus group Observations	Engagement in numbers as planned	Student satisfaction and progress; increased UREP
G2 New advising & mentoring. Tutoring. Online research methods	Interviews Site visits Online surveys	Numbers; Materials & course	Performance, motivation, and ongoing success
Student research; networking		Placements; participation	Skills acquired; reported success.
G3 Hire evaluator & introduce SALG		Objectives achieved	Evaluation data used beyond SCCC
Dissemination of results Student portfolios Student presentations	Data; Interviews with faculty, students administrators,	Activities at conferences;	Enthusiasm, satisfaction of lab mentors, publications,

	Year 1 Days	Year 2 Days	Year 3 Days	Total
Review of Documents, Literature Review, Evaluation Plan	1	0	0	1
Ongoing Consultation, Instrument Preparation	1	1	1	3
Review of Data and Records	2	1	2	5
Site Visit	0	0	2.5	2.5
Phone Interviews	2	2	2	6
Data Analysis and Reporting	3	3	3	9
Totals	9	7	11.5	27.5
	\$ 5,400	\$ 4,200	\$ 6,900	\$ 16,500
Travel Expense			\$ 500	\$ 500
Grant Total				\$ 17,000

End of Text for Exhibit F