

AMENDMENT NO. 3

WHEREAS, on July 29, 2020 **Suffolk County Community College ("College")** and **Mill Neck Services, Inc. ("Contractor")** entered into an Agreement wherein Contractor agreed to provide sign language interpreting services for students who have been approved for such accommodation ("**Services**"); and

WHEREAS, the initial term of the Agreement commenced on **August 1, 2020** and expired on July 31, 2021; and

WHEREAS, on July 26, 2021 the parties executed Amendment No. 1 to the Agreement, extending the term thereof to July 31, 2022 and amended the Specific Payment Terms and Conditions in Exhibit E, Attachment 2; and on August 17, 2022 the parties executed Amendment No. 2 to the Agreement, extending the term thereof to **July 31, 2023** (the Agreement and all Amendments herein are collectively referred to as the "**Original Agreement**"); and

WHEREAS, the College now wishes to further extend the term of the Original Agreement for a continuation of Services, and to update the Payment Terms thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Original Agreement shall hereby be extended for an additional one (1) year period through **July 31, 2024**; and
- 2) **Effective August 1, 2023**, the Specific Payment Terms and Conditions specified in Exhibit E, Attachment 2, Amendment No. 1, of the Original Agreement, shall hereby be amended and replaced with **REVISED ATTACHMENT 2** annexed hereto and incorporated herein. The Payment Terms, rates, and categories specified in this **REVISED ATTACHMENT 2** shall be in effect for the duration of this Amended Agreement, and shall supersede and replace Exhibit E, Attachment 2 of the Original Agreement.
- 3) Exhibit C to the Original Agreement, "Notices and Contact Persons" shall be revised, in part, as follows:

All "Notices Relating to Reports, Insurance or Other Submissions" shall be re-named "Notices Relating to Payments, Reports or other Submissions" and must be delivered to:

Sara E. Gorton, CPA
Interim Vice President for Business and Financial Affairs
Suffolk County Community College
533 College Road, NFL 232
Selden, NY 11784-2899

All "Notices Relating to Payments" for the College shall be re-named "Notices Relating to Insurance" and must be delivered to:

David T. Schneider
Executive Director – Risk Mitigation
Suffolk County Community College
533 College Road, NFL 125
Selden, NY 11784

All "Notices Relating to Termination and/or Litigation" for the College must be delivered to:

Alla Brodsky, Esq.
College Deputy General Counsel
Suffolk County Community College
533 College Road, NFL 230
Selden, NY 11784

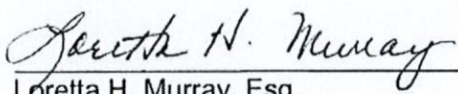
and Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788

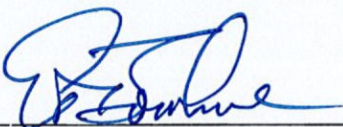
- 4) All other terms and conditions of the Original Agreement, not inconsistent herewith, shall remain in full force and effect for the term of the Amended Agreement.
- 5) No modification of this Amendment shall be valid unless mutually agreed to in writing and fully executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 as of the latest date written below.

Mill Neck Services, Inc.
FID: 11-3119786

Suffolk County Community College

By: 
Loretta H. Murray, Esq.
Executive Director

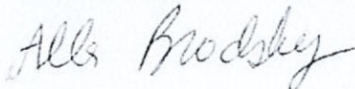
By: 
Edward T. Bonahue, Ph.D.
President

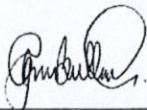
Date: 7/31/23

Date: 8/1/23

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
Alla Brodsky, Esq.
College Deputy General Counsel

By: 
Sara E. Gorton, CPA
Interim Vice President for Business and
Financial Affairs

Date: 7.31.2023

Date: John Bullard Jr. for Sara Gorton 7-31-23

**REVISED ATTACHMENT 2
 Specific Payment Terms and Conditions**

**COST PROPOSAL
 Revised 8/1/2023**

<u>Service</u>	<u>Rate</u>
On-Site Interpreting	
Qualified Interpreter (2 Hour Minimum)	\$ 71.07
Qualified Trilingual/Tactile/Deaf-Blind Interpreter (2 Hour Minimum)	\$ 76.22
Certified Interpreter (2 Hour Minimum)	\$ 76.22
Certified Trilingual/Tactile/Deaf-Blind Interpreter (2 Hour Minimum)	\$ 81.37

Video Remote Interpreting (VRI) for Asynchronous and Synchronous Classes	
Qualified Interpreter (One and a Half Hour Minimum)	\$ 71.07
Trilingual/Tactile/Deaf-Blind Interpreter (One and a Half Hour Minimum)	\$ 76.22
Certified Interpreter (One and a Half Hour Minimum)	\$ 76.22
Trilingual/Tactile/Deaf-Blind Interpreter (One and a Half Hour Minimum)	\$ 81.37

Additional Notes for Onsite Interpreting and VRI

- Any VRI assignment over the one and one-half hour minimum shall be billed in fifteen (15) minute increments.
- Teaming assignments/classes will be discussed and approved in writing by the SCCC Disability Office before confirming the team of interpreters.

End of Text for Amendment No. 3

AMENDMENT NO. 2

WHEREAS, Suffolk County Community College ("College") and Mill Neck Services, Inc. ("Contractor") entered into an Agreement on July 29, 2020 wherein Contractor agreed to provide sign language interpreting services for students who have been approved for such accommodation ("**Services**"); and

WHEREAS, on July 26, 2021 the parties executed Amendment No. 1 to the Agreement, which extended the term of the Agreement to July 31, 2022 and amended certain provisions thereof; and

WHEREAS, the College desires to further extend the term of the Agreement for an additional one (1) year and to amend certain provisions thereof.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:

- 1) The term of the Agreement shall be extended for the period beginning **August 1, 2022 through July 31, 2023**; and
- 2) **COVID-19 Safety Protocols**
Contractor shall be required to comply with all applicable laws, regulations, mandates, standards, directives, policies and procedures issued or promulgated by the U.S. government, New York State, the County of Suffolk, and Suffolk County Community College in connection with the COVID-19 pandemic, including, but not limited to, Executive Orders, New York State reopening guidelines, and standards and directives issued by the New York State Department of Health, the Centers for Disease Control and Prevention (CDC), the United States Department of Labor's Occupational Safety and Health Administration (OSHA), and/or the New York State Department of Labor's Public Employee Safety & Health Bureau (PESH); and
- 3) All other terms and conditions of the original Agreement and Amendment thereto, not inconsistent herewith, shall remain in full force and effect.

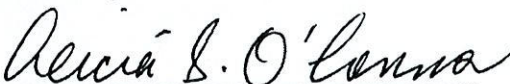
IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Mill Neck Services, Inc.
FID: 11-3119786

By: 
Loretta H. Murray, Esq.
Executive Director


Date: 7-19-22

Approved as to Legality:
Suffolk County Community College

By: 
Alicia S. O'Connor
College Deputy General Counsel

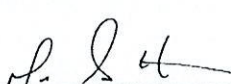
Date: 8/12/2022

Suffolk County Community College

By: 
Edward T. Bonahue, Ph.D.
President

Date: 8/17/22

Approved:
Suffolk County Community College

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

Date: 08.12.2022

AMENDMENT NO. 1

WHEREAS, Suffolk County Community College ("College") and Mill Neck Services, Inc. ("Contractor") entered into an Agreement on July 29, 2020 wherein Contractor agreed to provide sign language interpreting services for students who have been approved for such accommodation ("**Services**"); and

WHEREAS, the College desires to extend the Agreement for an additional one (1) year upon the same terms, conditions and cost as the original Agreement.

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto as follows:


- 1) The term of the Agreement shall be extended for the period beginning **August 1, 2021 through July 31, 2022**; and
- 2) Effective as of August 1, 2021, the Agreement at Exhibit E (Specific Payment Terms and Conditions) shall be amended as reflected in ATTACHMENT 2, annexed hereto; and
- 3) All other terms and conditions of the original Agreement, not inconsistent herewith, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the latest date written below.

Mill Neck Services, Inc.
FID: 11-3119786

Suffolk County Community College

By: 
Loretta H. Murray, Esq.
Executive Director

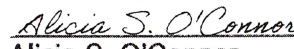
By: 
Dr. Edward Bonahue
President

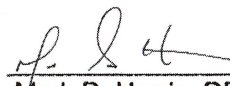
Date: 7-22-21

Date: 7/26/21

Approved as to Legality:
Suffolk County Community College

Approved:
Suffolk County Community College

By: 
Alicia S. O'Connor
College Deputy General Counsel

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

Date: 07/26/2021

Date: 07.26.2021



ATTACHMENT 2
Specific Payment Terms and Conditions

Cost Proposal

Revised 8/01/2021

On Site Interpreting:

Qualified Interpreter Rate: \$69 an hour, with a two-hour minimum.

Qualified Trilingual/Tactile/Deaf-Blind Rate: \$74 an hour, with a two-hour minimum.

Certified Interpreter Rate: \$74 an hour, with a two-hour minimum.

Certified Trilingual/Tactile/Deaf-Blind Rate: \$79 an hour, with a two-hour minimum.

Video Remote Interpreting (VRI) for Asynchronous and synchronous classes:

Qualified Interpreter Rate: \$69 an hour, with a one and one half-hour minimum. Qualified

Trilingual/Tactile/Deaf-Blind Rate: \$74 an hour, with a one and one half-hour minimum.

Certified Interpreter Rate: \$74 an hour, with a one and one half-hour minimum. Certified

Trilingual/Tactile/Deaf-Blind Rate: \$79 an hour, with a one and one half-hour minimum.

Additional Notes for Onsite Interpreting and VRI:

- Any VRI assignment over the one and one half-hour minimum shall be billed in fifteen (15) minute increments.
- Teaming assignments/classes will be discussed & approved in writing by the SCCC Disability Office before confirming the team of interpreters.

End of Text for Exhibit E

Mill Neck Interpreter Service

516-512-6222 (Voice) 516-512-6336 (Fax) 516-628-6034 (VP)
interpret@millneck.org (Email) www.mninterpreting.org (Website)

AGREEMENT

This Agreement ("Agreement") is between the **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

Mill Neck Services, Inc. ("Contractor"), a New York corporation having its principal place of business at 40 Frost Mill Road, P.O. Box 193, Mill Neck, New York 11765.

The parties hereto desire for Contractor to provide the College with sign language interpreting services for students who have been approved for such accomodation ("Services").

Term of Agreement: August 1, 2020 through July 31, 2021, with four (4) options to renew at the sole and absolute discretion of the College.


Total Cost of Agreement: Shall be as set forth in **Exhibit E**, attached hereto.


Terms and Conditions: Shall be as set forth in **Exhibits A through G**, attached hereto and made a part of this Agreement.

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

Mill Neck Services, Inc.
FID: 11-3119786
Tel.: (516) 512-6222

Suffolk County Community College

By: 
Loretta H. Murray, Esq.
Executive Director


By: 
Louis J. Petrizzo
Interim President

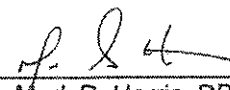
Date: 07-29-2020

Date: 07/29/2020

Approved as to Legality:
Suffolk County Community College

Approved:

By: 
Alicia S. O'Connor
College Deputy General Counsel

By: 
Mark D. Harris, DBA
Vice President for Business
& Financial Affairs

Date: 07/29/2020

Date: _____

LIST OF EXHIBITS

	<u>Page</u>
Exhibit A	4
General Terms and Conditions	
1. Contractor Responsibilities	
2. Term and Termination	
3. Indemnification	
4. Insurance	
5. Independent Contractor	
6. Severability	
7. Merger; No Oral Changes	
8. Set-Off Rights	
9. Non-Discrimination in Services	
10. College's Non-Discrimination Notice	
11. Nonsectarian Declaration	
12. Governing Law	
13. No Implied Waiver	
14. Conflicts of Interest	
15. Cooperation on Claims	
16. Confidentiality	
17. Assignment and Subcontracting	
18. No Intended Third-Party Beneficiaries	
19. Certification as to Relationships	
20. Publications and Publicity	
21. Copyrights and Patents	

Exhibit B	13
Suffolk County Legislative Requirements	

1. Contractors/Vendor's Public Disclosure Statement
2. Living Wage Law
3. Use of County Resources to Interfere with Collective Bargaining Activities
Local Law No. 26-2003
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. Suffolk County Local Laws

	<u>Page</u>
Exhibit C	17
Notices and Contact Persons	
1. Notices Relating to Reports, Insurance or Other Submissions	
2. Notices Relating to Payments	
3. Notices Relating to Termination and/or Litigation	
Exhibit D	20
Description of Services	
1. "Scope of Work" contained in the College's RFP	
2. "Proposed Services/Products" contained in the Contractors Proposal	
Exhibit E	24
Payment Terms and Conditions	
1. General Payment Terms	
2. Agreement Subject to Appropriation of Funds	
3. Limit of College's Obligations	
4. Specific Payment Terms and Conditions	
Exhibit F	26
College's Request for Proposals	
Exhibit G	27
Contractor's Proposal	

EXHIBIT A

General Terms and Conditions

Whereas, the College issued a Request for Proposals (RFP) on May 14, 2020; and

Whereas, the Contractor submitted a proposal in response to such RFP on June 4, 2020; and

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

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

1. Contractor Responsibilities

a. Services

The Contractor shall provide Services as described in Exhibit D, entitled "Description of Services."

b. Qualifications and Licenses

To the extent applicable, the Contractor specifically represents and warrants that it has and shall possess, and that, to the extent applicable, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required 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, pursuant to the following paragraphs, the Contractor shall promptly discontinue all Services affected, unless otherwise directed by the Termination Notice.

b. Termination for Cause

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

- iv. In the event of a failure on the part of Contractor to observe any of the other terms and conditions of this Agreement, this Agreement may be terminated in whole or in part in writing by the College provided that no such termination shall be effective unless the Contractor 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 Exhibit C entitled "Notices and Contact Persons." During such five (5) day period, (or longer, at the College's option) the Contractor 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 the Contractor 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 the Contractor is given thirty (30) calendar days' prior written notice termination notice ("Termination Notice"). In such event of termination, the College shall pay the Contractor for the services rendered through the date of termination.

e. Payments upon Termination

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

The Contractor 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 the Contractor in connection with the services described or referred to in this Agreement. The Contractor 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 the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.

b. Federal Copyright Act

The Contractor hereby represents and warrants 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, the Contractor 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 the Contractor in connection with the services described or referred to in this Agreement. The Contractor 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 the Contractor, its officers, officials, employees, subcontractors, lessees, licensees, invitees or agents, if any, in connection with the services described or referred to in this Agreement.

4. Insurance

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

- i. Commercial General Liability** insurance, including contractual liability coverage, in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
- ii. Automobile Liability** insurance (if any vehicles are used by the Contractor in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person, per accident, for bodily injury and not less than One Hundred Thousand 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. Contractor 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 the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. **Professional Liability** insurance in an amount not less than Two Million Dollars (\$2,000,000.00) on either a per occurrence or claims made coverage basis.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - c. The Contractor shall furnish to the 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 the Contractor shall furnish a Declaration Page and endorsement page evidencing the College and the County's status as additional insureds on the policy. The Contractor must ensure that the certificate of insurance references the assigned Contract Number and Project Name.**
 - 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 Exhibit C entitled "Notices and Contact Persons" or at such other address of which the College and/or the County shall have given the Contractor notice in writing.
 - e. In the event the Contractor 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 Contractor under this Agreement or any other agreement between the College and/or the County and Contractor.

5. Independent Contractor

It is expressly agreed that the Contractor's status hereunder is that of an independent contractor. Neither the Contractor, nor any person hired by the Contractor 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 and/or 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 College and/or the County's option to withhold, for the purposes of set-off, any moneys due to the Contractor under this contract up to any amounts due and owing to the College and/or County with regard to this contract and/or any other contract with the College or any County department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the College and/or the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The College and/or the County shall exercise its set-off rights in accordance with normal College and County practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the College and/or the County, their representatives, or the County Comptroller, and only after legal consultation with the College General Counsel and County Attorney.

9. Non-Discrimination in Services

During the performance of this Agreement:

- a. The Contractor shall not, on the grounds of race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status:
 - i. deny any individual any services or other benefits provided pursuant to this Agreement; or
 - ii. provide any services or other benefits to an individual that are different, or are provided in a different manner, from those provided to others pursuant to this Agreement; or
 - iii. subject an individual to segregation or separate treatment in any matter related to the individual's receipt of any service(s) or other benefits provided pursuant to this Agreement; or
 - iv. restrict an individual in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any services or other benefits provided pursuant to this Agreement; or
 - v. treat an individual differently from others in determining whether or not the individual satisfies any eligibility or other requirements or condition which individuals must meet in

order to receive any aid, care, service(s) or other benefits provided pursuant to this Agreement.

- b.** The Contractor shall not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, or have the effect of defeating or substantially impairing accomplishment of the objectives of this Agreement in respect to individuals of a particular race, creed, color, national origin, sex, age, disability, sexual orientation, military status or marital status, in determining:
 - i.** the types of service(s) or other benefits to be provided, or
 - ii.** the class of individuals to whom, or the situations in which, such service(s) or other benefits will be provided; or
 - iii.** the class of individuals to be afforded an opportunity to receive services.

10. 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

11. Nonsectarian Declaration

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

12. 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.

13. No Implied Waiver

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

14. Conflicts of Interest

- a. The Contractor agrees that it will not during the term of this Agreement engage in any activity that is contrary to and/or in conflict with the goals and purposes of the College and/or the County.
- b. The Contractor 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 the Contractor 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.

15. 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.

16. Confidentiality

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

17. Assignment and Subcontracting

- a. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any of its right, title or interest therein, or its power to execute the Agreement, or assign all or any portion of the monies that may be due or become due hereunder, to any other

person or corporation, without the prior consent in writing of the College, and any attempt to do any of the foregoing without such consent shall be of no effect.

- b. The Contractor shall not enter into subcontracts for any of the work contemplated under this Agreement without obtaining prior written approval of the College. Such subcontracts shall be subject to all of the provisions of this Agreement and to such other conditions and provisions as the College and/or the County may deem necessary, provided, however, that notwithstanding the foregoing, unless otherwise provided in this Agreement, such prior written approval shall not be required for the purchase of articles, supplies, equipment and services which are incidental to, but necessary for, the performance of the work required under this Agreement. No approval by the College of any subcontract shall provide for the incurrence of any obligation by the College and/or the County in addition to the total agreed upon price. The Contractor shall be responsible for the performance of any subcontractor for the delivery of service.

18. No Intended Third-Party Beneficiaries

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

19. 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.

20. Publications and Publicity

- a. The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the 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.

21. Copyrights and Patents

a. Copyrights

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

nonexclusive license to produce, reproduce, publish, translate or otherwise use any such materials.

b. Patents

If the Contractor under this Agreement makes any discovery or invention in the course of or as a result of work performed under this Agreement, the Contractor may apply for and secure for itself patent protection. However, the College and/or the County reserves, and the Contractor hereby gives to the College and/or the County, and to any other municipality or government agency or body designated by the College and /or the County, 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

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

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

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

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

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

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

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

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.

- c. The County of Suffolk shall not use County funds to assist, promote, or deter union organizing.
- d. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

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

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

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

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

4. Lawful Hiring of Employees Law

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

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

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

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

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

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

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

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

5. Gratuities

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

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

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

7. Child Sexual Abuse Reporting Policy

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

8. Non-Responsible Bidder

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

9. Use of Funds in Prosecution of Civil Actions Prohibited

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

10. 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 Reports, Insurance or Other Submissions

Any communication, notice, 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 Contractor or their designated representative at the following addresses or at such other address that may be specified in writing by the parties and must be delivered as follows:

For the College:

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

and

For Contractor:

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.

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.

2. Notices Relating to Payments

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

For the College:

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

and

For Contractor:

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.

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.

3. Notices Relating to Termination and/or Litigation

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

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

For the College and County:

Office of Legal Affairs
Suffolk County Community College
533 College Road, NFL Bldg., Suite 230
Selden, NY 11784-2899

and

Suffolk County Attorney
Suffolk County Department of Law
H. Lee Dennison Building
100 Veterans Memorial Highway
Hauppauge, NY 11788-5402

and

For Contractor:

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.

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

**EXHIBIT D
Description of Services
Scope of Work**

The Consultant shall assist the College with providing sign language interpreting services to students who have been approved for this accommodation. Students who are deaf or hearing-impaired may be approved for Sign Language Interpreters as a reasonable accommodation in order to allow for equal access to the classroom and meet their communication and educational needs.

The College may require Sign Language Interpreters on each of the College's three campus locations in Selden, Brentwood and Riverhead, as well at the College's downtown centers in the towns of Riverhead and Sayville, and at other locations, as prearranged. The services will be required all year long, primarily in the Fall and Spring semesters, during all hours of the extended school day/hours. These services may be required concurrently at all sites.

The services included under this Agreement are required to be provided in person. However, due to the current environment and COVID-19 health concerns, classes have shifted to a predominantly online learning platform. Accordingly, in this specific environment, the selected Consultant may be required to provide services remotely. The College anticipates interpreting services for a minimum of three (3) students each semester, with the likelihood of such classes being scheduled from 6:00 AM until 10:00 PM. Courses may also include "hands on" courses in programs such as Culinary Arts.

Consultant's responsibilities shall include, but not be limited to, the following functions:

- 1) Prepare and facilitate accurate, competent and impartial communication with the utilization of American Sign Language and/or Signed English as dictated by a student's preferred mode of communication, in a professional manner. The settings include, but are not limited to, the classroom, tutoring/learning centers and other academic or administrative offices, as needed.
- 2) Communicate effectively with deaf/hearing-impaired students, their professors and any staff members who might be assisting those students.
- 3) Adhere to the Registry of Interpreters for the Deaf Code of Professional Conduct.

At the beginning of every semester, the College will provide the Consultant with a listing of classes in which students requiring the services are registered. The College's Disability Services Office will provide further course descriptions to the Consultant, detailing what each class entails, and whether it is a lecture-based class or a hands-on class, such as a Physical Education class or a Culinary Arts class. Based on this listing and discussion, the Consultant shall identify which classes will require two interpreters and which will require one, and provide grounds for their determination. The list will be reviewed and, if determined to be appropriate, approved by the College, in writing. If additional classes are identified at any point during the semester as requiring two interpreters, those classes will be reviewed on a case-by-case basis and, if appropriate, approved by the College, in writing.

Interpreter assignments shall be, at a minimum, a two (2) hour engagement. In the event that an assignment is less than two (2) hours, the College will compensate the Contractor for the two-hour minimum. Any assignment over the two-hour minimum shall be billed in fifteen (15) minute increments. Contractor agrees to bundle consecutive classes assigned to an interpreter for billing purposes. Consecutive classes are defined as those classes that end and start within twenty (20) minutes of each other. College may cancel any scheduled assignments within twenty-four (24) hours of the assignment start date and time at no charge. Unless the cancellation is caused by a force majeure event, the College will compensate the Contractor for a scheduled appointment when the cancellation notice is less than twenty-four (24) hours prior to the start of the appointment.

The College will not reimburse the Consultant for travel time or travel expenses.

[End of Text for Scope of Work]



Proposed Services/Products

Understanding of Service Requirements, Management Techniques and Approaches

As provider to Suffolk County Community College for more than a decade, if selected for 2021-2024 contract term, we would use current methodology for service delivery. As previously mentioned, Ms. Byrne would be primary contact person for the contract. Ms. Stamatatos and Ms. Apgar would supplement her coordinating efforts. At some time in the future, it is our hope to replace Ms. Kohn as primary coordinator for SCCC.

Consultation with college personnel is key to our relationship. MNIS has been working with the SCCC Disabilities Services Office for many years regarding interpreter placement, the need for team approach and other factors. Following industry standard set by RID, a class longer than an hour in duration will require two interpreters. MNIS currently bundle classes and meetings within 20 minutes of each assignment to keep the cost affordable to SCCC.

Upon receipt of an assignment, we work with SCCC personnel to obtain all particulars. Depending upon student modifications, etc., we try to keep the time that SCCC administration is involved to a minimum. Communication via email or phone is always available. Clearly optimal customer service is our desire. We have been privileged to provide SCCC with interpreters for more than a decade without any major issue. Any issues that arose were immediately dealt with to the College and Student's satisfaction. It is our hope that, should our relationship continue, that we work together collegially for the benefit of all concerned.

Anticipated Issues

With the advent of COVID-19, we have introduced VRI services so we could provide remote interpreting. To date, we have operationalized using ZOOM Professional Services. We have had no issues interfacing with any client whether in educational, medical or other setting. It is possible, however, that a particular student's laptop, phone, etc., may not be compatible. We would then work with administration and the student to facilitate way to resolve any technological issue. We would ask for assistance from our IT staff as well as SCCC's IT staff on the student's behalf.

Mill Neck Interpreter Service
516-512-6222 (Voice) 516-512-6336 (Fax) 516-628-6034 (VP)
interpret@millneck.org (Email) www.mninterpreting.org (Website)

Supplemental Materials: Specialties and Resources

Continuing Education, Internships, and Mentorships

Within the interpreter services arena, Mill Neck has been an active member of regional educational school personnel such as those provided by Bloomsburg University, Northeastern University, Rochester Institute of Technology, and LaGuardia Community College Sign Language Interpreter program. Not only do we provide internship opportunities to the sites listed above, we also serve as mentors to the future interpreters and community member. Mill Neck has been an active professional member of the Registry of Interpreters, and, has served as a professional sponsor of Long Island's Registry of Interpreters chapter. Mill Neck has provided financial support to underwrite workshops to enhance professional development of interpreters.

Pursuant to S.6577/A.841, Mill Neck Interpreter Services provides all staff with annual Sexual Harassment Training. All Interpreters must adhere to Mill Neck' polices on sexual harassment, corporate compliance, and other internal policies.

Recent Workshops hosted by Mill Neck Interpreter Service

- Confidence and Ethical Decision Making – January 2017
- Basics on the role of the Interpreter – September 2017
- Religious Interpreting – October 2017
- Accessibility for Developmentally Disabled Deaf People – December 2017
- Panel Discussion with MNIS & Obstacles in the Field– March 2018
- Collaborative Interpreting – June 2018
- Panel Discussion with MNIS & Roles of Interpreters – October 2018
- “Owning” your work in Medical Settings – January 2019
- Perfecting Soft Skills – March 2019
- Preparing for the current RID Certification Test – April 2019
- Emergency Press Conference Interpreting Workshop – June 2019
- An Ethical Study by Alan Abarbanell – September 2019

Mill Neck Interpreter Service offers PINRA services to our interpreters as well as those located outside our area to assist in their continuing education.

End of Text for Exhibit D

Mill Neck Interpreter Service
516-512-6222 (Voice) 516-512-6336 (Fax) 516-628-6034 (VP)
interpret@millneck.org (Email) www.mninterpreting.org (Website)

EXHIBIT E

Payment Terms and Conditions

1. General Payment Terms

- a. Contractor shall prepare and present an invoice to the College for payment by 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. Contractor 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 Contractor under this Agreement are exclusive of federal, state and local taxes, the College being exempt from payment of such taxes.
- d. The acceptance by Contractor of full payment of all billings made on the final approved under this Agreement shall operate as and shall be a release to the College and/or County from all claims and liability to Contractor, its successors, legal representatives and assigns, for services rendered under this Agreement.

2. 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.

3. 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.

4. Specific Payment Terms and Conditions

See, ATTACHMENT 1, Contractor's Cost Proposal, annexed hereto]



ATTACHMENT 1
Specific Payment Terms and Conditions

Cost Proposal

Revised 6/22/2020

On Site Interpreting:

Qualified Interpreter Rate: \$69 an hour with a two-hour minimum

Qualified Trilingual/Tactile/Deaf-Blind Rate: \$74 an hour with a two-hour minimum

Certified Interpreter Rate: \$74 an hour with a two-hour minimum

Certified Trilingual/Tactile/Deaf-Blind Rate: \$79 an hour with a two-hour minimum

Video Remote Interpreting (VRI) for Asynchronous and synchronous classes:

Qualified Interpreter Rate: \$69 an hour with a one-hour minimum

Qualified Trilingual/Tactile/Deaf-Blind Rate: \$74 an hour with a one-hour minimum

Certified Interpreter Rate: \$74 an hour with a one-hour minimum

Certified Trilingual/Tactile/Deaf-Blind Rate: \$79 an hour with a one-hour minimum

Additional Notes for Onsite Interpreting and VRI:

- Any assignment over the hourly minimum shall be billed in fifteen (15) minute increments.
- Teaming assignments/classes will be discussed & approved in writing by the SCCC Disability Office before confirming the team of interpreters.

End of Text for Exhibit E

Mill Neck Interpreter Service

516-512-6222 (Voice) 516-512-6336 (Fax) 516-628-6034 (VP)
interpret@millneck.org (Email) www.mninterpreting.org (Website)

EXHIBIT F

College's Request for Proposals

The College's Request for Proposals (RFP) for Sign Language Interpreting Services, issued May 14, 2020, together with any Addenda issued thereto, is incorporated herein by reference as Exhibit F.

End of Text for Exhibit F

EXHIBIT G

Contractor's Proposal

Contractor's Proposal, submitted June 4, 2020 in response to the College's RFP, is incorporated herein by reference as Exhibit G.

End of Text for Exhibit G