

Contract Details



SERVICE Child Abuse & Neglect

E-16-17

NIFS ID #: CLSS17000008

NIFS Entry Date: 12/28/16 Term: from 01/01/17 to 12/31/17

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	
Time Extension <input type="checkbox"/>	
Addl. Funds <input type="checkbox"/>	
Blanket Resolution RES#	

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name The Safe Center LI, Inc.	Vendor ID# 112442377-01
Address 15 Grumman Road West, Suite 1000 Bethpage, NY 11714	Contact Person Cynthia Scott Email cscott@tscli.org Phone 516 465-4730 Fax: 516 747-5065

County Department
Department Contact: Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/28/16	Paul A. Schuch	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	1/11/17	Q. Amato	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if Blanket resolution
1/12/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/12/17	Q. Amato	
1/12/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/12/17		
1/12/17	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/12/17		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/19/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/19/17	Paul A. Schuch	

131442

2017 JAN 23 P 3:39

CLERK OF THE LEGAL
NASSAU COUNTY



Contract Summary

Description: Child Abuse & Neglect
Purpose: We are mandated to provide these services. To coordinate the Department's sexual abuse and substance abuse cases. To provide staff, Child Protective Service Staff and the police at the Child Advocacy Center of Nassau County to handle sex abuse cases thru the age of 17. (Amendment to <i>renew Contract for a one year period under the terms of the original agreement.</i>)
Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received a satisfactory evaluation. The department is currently reviewing and developing a procurement strategy for all of its contracts. The implementation of the new strategy will determine the order of how contracts are prioritized for RFP.
Procurement History: We have been using this vendor since 1985. The Safe Center LI, Inc. is the successor entity through corporate merger on January 3, 2014.
Description of General Provisions: The vendor will marshal & coordinate services of the County & Community agencies in child, sexual abuse & substance abuse cases referred to the vendor by the Department, and to provide the following personnel: One (1) Director of Advocacy services, One (1) Child Sex Abuse Coordinator, One (1) Secretary, One (1) Executive Director part time, and One (1) bookkeeper. They will also provide services to help parents maintain sobriety, provide parenting support and education, assist the family during the process of reunification in instances of foster care placements, and to assist the Clients to maintain a unified, healthy family life.
Impact on Funding / Price Analysis: County 40% Federal 30% State 30 %
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT736
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$265,200.00
Federal	\$198,900.00
State	\$198,900.00
Capital	\$
Other	\$
TOTAL	\$663,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	TT736/SSGEN 7600	\$ 663,000.00
5		\$
6		\$
TOTAL		\$663,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: _____	Name: _____	Date: <i>1/19/17</i>
Date: _____	Date: _____	(For Office Use Only)
		E #: _____

131442

PR5254 (8/04)



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: The Safe Center LI, Inc.

2. Dollar amount requiring NIFA approval: \$ 663,000.00

Amount to be encumbered: \$ 663,000.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/17 to 12/31/17

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Ongoing services.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)

☐ Capital Improvement Fund (CAP) Federal % 30

☐ Other State % 30

County % 40

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

We are mandated to provide these services. To coordinate the Department's sexual abuse and substance abuse cases. To provide staff, Child Protective Service Staff and the police at the Child Advocacy Center of Nassau County to handle sex abuse cases thru the age of 17. The vendor will marshal & coordinate services of the County & Community agencies in child, sexual abuse & substance abuse cases referred to the vendor by the Department, and to provide the following personnel: One (1) Director of Advocacy services, One (1) Child Sex Abuse Coordinator, One (1) Secretary, One (1) Executive Director part time, and One (1) bookkeeper. They will also provide services to help parents maintain sobriety, provide parenting support and education, assist the family during the process of reunification in instances of foster care placements, and to assist the Clients to maintain a unified, healthy family life.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A

Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A


Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

CLSS16000008 \$663,000.00
 CLSS16000001 \$600,000.00
 CLSS16000009 \$677,291.00
 CQSS16000014 \$123,600.00
 CLSS16000031 \$75,000.00
 CQSS16000026 \$46,000.00

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.


Signature

Title

Date 1/6/17

Print Name

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

Signature

Title

Date _____

Print Name _____

NIFA

Amount being approved by NIFA: _____

Signature

Title

Date _____

Print Name _____

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND THE SAFE CENTER LI, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with The Safe Center LI, Inc. to coordinate services of County and Community Agencies in child, sexual-abuse and substance-abuse cases including providing personnel, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to the agreement with The Safe Center LI, Inc.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: The Safe Center LI, Inc.

CONTRACTOR ADDRESS: 15 Grumman Road West, Suite 1000, Bethpage, NY 11714

FEDERAL TAX ID #: 112442377

Instructions: Please check the appropriate box ("☐") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☒ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county. *(THE CONTRACTOR RECEIVED A SATISFACTORY EVALUATION)*

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No. 928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to submission of the first claim voucher, for services under this contract being submitted to the Comptroller.

X. ☐ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41*, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

12-29-16

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12/22/16

Vendor: THE SAFE CENTER LI, INC.

Signed: Sandra Oliva

Print Name: SANDRA OLIVA

Title: CO-EXEC-DIRECTOR

Exhibit B

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COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NO LOBBYIST(S)/LOBBYING ORGANIZATION

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NO REGISTERED LOBBYIST

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NO LOBBYIST RETAINED

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

NO LOBBYING ACTIVITY CONDUCTED IN
NASSAU COUNTY.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NO LOBBYING ACTIVITIES EXPECTED.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

NO CAMPAIGN CONTRIBUTIONS FOR
EITHER PERIOD DESCRIBED ABOVE.

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 12/22/16

Signed:

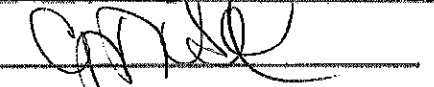
Print Name:

Title:



SANDRA OLIVA

CO-EXEC. DIRECTOR



CYNTHIA SCOTT

CO-EXEC. DIRECTOR

12/22/16

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: THE SAFE CENTER L.I., INC.

Address: 15 GRUMMAN RD. WEST, SUITE 1000

City, State and Zip Code: BETHPAGE, NY 11714

2. Entity's Vendor Identification Number: 11-2442377

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp NFP Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

SEE ATTACHED

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

NO SHAREHOLDERS, MEMBERS OR PARTNERS
OF FIRM.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

NO LOBBYIST UTILIZED

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

NO LOBBYING ACTIVITY

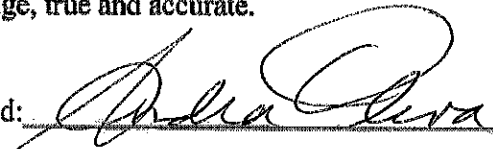
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

NO REGISTERED LOBBYIST

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

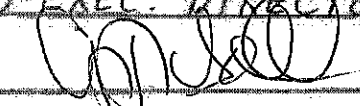
Dated: 12/22/16

Signed: 

Print Name: SANDRA OLIVA

Title: CO-EXEC. DIRECTOR

12/22/16



CYNTHIA SCOTT

CO-EXEC. DIRECTOR

Page 4 of 4

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



NEW TSCLI Board of Directors 2016
--

OFFICERS:

Stephen G. Bondi, CPA, – President ✓
 Chief Operating Officer
 van Bléma Value Partners, LLC
 745 Fifth Avenue
 New York, NY 10151
 W: 212-308-5910
 F: 212-308-5949

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 H: 516-294-0447
 C: 646-932-7554
sgbondi@gmail.com

Esther Fortunoff-Greene – Vice President ✓
 Four Leaf Designs LLC dba Fortunoff Jewelry
 PO Box 132
 Westbury, New York 11590
 W: 516-334-1574 (home office)
esther@fortunoffjewelry.com

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rgm@albaneseorg.com

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SRing@astoriabank.com

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F: 516-626-2085
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H: 516-686-9037
C: 516-384-4608
W: 516-802-4700 x4779
grammataub@gmail.com

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name STEPHEN G BOND
 Date of birth 02/04/1958
 Home address 17 MERITORIA DRIVE
 City/state/zip EAST WILLISTON, NY 11596
 Business address 400 MADISON AVENUE, Suite 14A
 City/state/zip NEW YORK, NY 10017
 Telephone 516-686-6203
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____

2. Positions held in submitting business and starting date of each (check all applicable)

President 7/1/14 Treasurer _____
 Chairman of Board _____ Shareholder _____
 Chief Exec. Officer _____ Secretary _____
 Chief Financial Officer _____ Partner _____
 Vice President _____
 (Other) _____

3. Do you have an equity interest in the business submitting the questionnaire?
 NO ☒ YES _____ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES _____ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _____ YES ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES _____ If Yes, provide details.

OFFICER: VAN STEMA VALUE PARTNERS, LLC 6/1/2010 - 05/2016; OFFICER: MITLEMAN

INVESTMENT
MANAGEMENT
LLC
07/2016 -
PRESENT

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.

PQF (02/2016)

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.

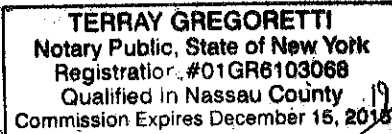
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, STEPHEN G. BONDI, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of DEC. 2016

Notary Public



THE SAFE CENTER LI
Name of submitting business

STEPHEN G. BONDI
Print name

Signature

PRESIDENT
Title

12, 1, 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name RICHARD A. MILLS
 Date of birth 11/9/1955
 Home address 24 REDWOOD DR.
 City/state/zip PLAINVIEW, NY 11803
 Business address 7600 JERICHO TPKE, SUITE 400
 City/state/zip WOODBURY, NY 11797
 Telephone 516-802-0100
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President / / Treasurer 7/1/14
 Chairman of Board / / Shareholder / /
 Chief Exec. Officer / / Secretary / /
 Chief Financial Officer / / Partner / /
 Vice President / / _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO ☒ YES _____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO _____ YES ☒ If Yes, provide details.
G.R. REID ASSOCIATES LLP CERTIFIED PUBLIC ACCOUNTANTS
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES _____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
 - a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
 - a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, RICHARD A. MILLS, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20 day of Oct 2016


Notary Public

STUART G. LANG
Notary Public, State of New York
No. 01LA4502793
Qualified in Nassau County
Commission Expires July 31, 2018

THE SAFE CENTER LI
Name of submitting business

RICHARD A. MILLS
Print name


Signature

TREASURER
Title

10, 20, 16
Date

SafeCenter

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name ESTHER FORTUNOFF-GREENE
 Date of birth 10/20/54
 Home address PO BOX 311
 City/state/zip OLD WESTBURY, NY 11568
 Business address 360 Maple Ave, Unit 132
 City/state/zip Westbury, New York 11590
 Telephone 516-334-1574
 Other present address(es) _____
 City/state/zip _____
 Telephone _____

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
 President / / Treasurer / /
 Chairman of Board / / Shareholder / /
 Chief Exec. Officer / / Secretary / /
 Chief Financial Officer / / Partner / /
 Vice President 7/1/14 / /
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO ☒ YES If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES ☒; If Yes, provide details. *
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES If Yes, provide details.

* Long Island Association - 300 Broadhollow Rd, suite 110W, Melville, NY
 Board Member - Executive Committee
 Mabou Mines - PO 777, PeterStuyvesant Station, NY, NY 10009 11747
 Board Member

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.

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- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

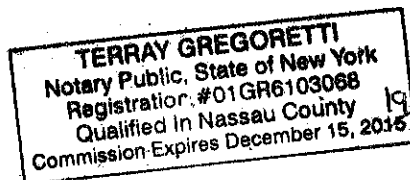
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ESTHER FORTUNOFF-GREENE, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 8th day of NOV 2016

Notary Public



THE SAFE CENTER LI

Name of submitting business

ESTHER FORTUNOFF-GREENE

Print name

Signature

VICE PRESIDENT

Title

11 / 8 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name ERIC W. PENZER
 Date of birth 4/16/71
 Home address 8 WILMINGTON DR.
 City/state/zip MELVILLE, NY 11747
 Business address 1320 REX CORP PLAZA
 City/state/zip UNIONDALE, NY 11556-1320
 Telephone 516-227-0618
 Other present address(es) _____
 City/state/zip _____
 Telephone _____
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President / / Treasurer / /
 Chairman of Board / / Shareholder / /
 Chief Exec. Officer / / Secretary / /
 Chief Financial Officer / / Partner / /
 Vice President 7/1/14 / /
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO ☒ YES If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO YES ☒; If Yes, provide details. I am a partner of the law firm Farrell Fritz, P.C.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES ☒ If Yes, provide details.
My law firm represents various municipal entities.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, ERIC W. PENZER, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10th day of November 2016

Maura Ednie

Notary Public

MAURA EDNIE
NOTARY PUBLIC, State of New York
No. 01ED4971404
Qualified in Nassau County
Commission Expires September 4, 2018

THE SAFE CENTER LI

Name of submitting business

ERIC W. PENZER

Print name

[Signature]

Signature

VICE PRESIDENT

Title

11 / 10 / 16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

1. Principal Name CAROL A. GLICK
 Date of birth 4/27/1948
 Home address 5 HORSEMAN'S LANE
 City/state/zip MUTTONTOWN, NY 11791
 Business address 90 MERRICK AVE, 9TH FLOOR
 City/state/zip EAST MEADOW, NY 11554
 Telephone 516-296-7000 (BUSINESS)
 Other present address(es) _____
 City/state/zip _____
 Telephone (516) 659-4778 (CELL)
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President / / Treasurer / /
 Chairman of Board / / Shareholder / /
 Chief Exec. Officer / / Secretary 7/1/14
 Chief Financial Officer / / Partner / /
 Vice President / /
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO ☒ YES ☐ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES ☐ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ☐ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES ☐ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.
Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
 - a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
 - a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO ☒ YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO ☒ YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO ☒ YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO ☒ YES ____ If Yes, provide details for each such year.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, CAROL A. GLICK, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9TH day of NOVEMBER 2016

Marion Panos

Notary Public

MARION PANOS
NOTARY PUBLIC, State of New York
No. 01PA5043969
Qualified in Nassau County Dora
Commission Expires July 24, 2017

THE SAFE CENTER LI

Name of submitting business

CAROL A. GLICK

Print name

Carol A Glick

Signature

SECRETARY

Title

11, 9, 2016

Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 28, 1988 *Federal Register* (pages 19180-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SAUDRA OLIVA / CO-EXEC. DIRECTOR

Name and Title of Authorized Representative

12/22/16

m/d/yy



Signature

12/22/16

Date

THE SAFE CENTER LI, INC.

Name of Organization

15 GRUMMAN RD WEST, SUITE 1000

Address of Organization

BETHPAGE, NY 11714

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable."
No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 12/22/16

1) Proposer's Legal Name: THE SAFE CENTER LI, INC.

2) Address of Place of Business: 15 GRUMMAN RD WEST SUITE 1000
BETHPAGE, NY 11714

List all other business addresses used within last five years:
NO OTHER BUSINESS ADDRESSES IN LAST FIVE YEARS

3) Mailing Address (if different): SAME

Phone: 516-465-4700

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 947923397

5) Federal I.D. Number: 11-2442377

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☐ Other (Describe) NFP

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. _____
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for/or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. _____
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
Yes ___ No ☒ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or
regulatory provisions? Yes ___ No ☒ If Yes, provide details for each such
occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated
business had any sanction imposed as a result of judicial or administrative proceedings with
respect to any professional license held? Yes ___ No ☒ If Yes, provide details for
each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to
pay any applicable federal, state or local taxes or other assessed charges, including but not
limited to water and sewer charges? Yes ___ No ☒ If Yes, provide details for each
such year. Provide a detailed response to all questions checked 'YES'. If you need more
space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "YES". If you need more space,
photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. **NOTE: If no
conflicts exist, please expressly state "No conflict exists."**

(i) Any material financial relationships that your firm or any firm employee has
that may create a conflict of interest or the appearance of a conflict of interest in
acting on behalf of Nassau County.

NO CONFLICT EXISTS

(ii) Any family relationship that any employee of your firm has with any County
public servant that may create a conflict of interest or the appearance of a conflict
of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

(iii) Any other matter that your firm believes may create a conflict of interest or
the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

b) Please describe any procedures your firm has, or would adopt, to assure the
County that a conflict of interest would not exist for your firm in the future.

SEE ATTACHED TSCII POLICY

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE WE
WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation; *SEE ATTACHED*
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; *NO PERSONS HAVE A FINANCIAL INTEREST IN THE COMPANY*
- iii) Name, address and position of all officers and directors of the company; *SEE ATTACHED*
- iv) State of incorporation (if applicable); *NEW YORK*
- v) The number of employees in the firm; *98*
- vi) Annual revenue of firm; *\$ 6,336,339*
- vii) Summary of relevant accomplishments *SEE ATTACHED*
- viii) Copies of all state and local licenses and permits. *SEE ATTACHED*

- B. Indicate number of years in business. *SEE ATTACHED*

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company *NYS DIVISION OF CRIMINAL JUSTICE SERVICES*

Contact Person *KELLY STUDENT*

Address *80 SOUTH SWAN ST.*

City/State *ALBANY, NY 12210*

Telephone *518-457-8430*

Fax # *UNKNOWN*

E-Mail Address *KELLY.STUDENT@DCJS.NY.GOV*

Company NYS OFFICE OF CHILDREN & FAMILY SERVICES

Contact Person MELANEY SZLENKA

Address 52 WASHINGTON ST.

City/State RENSSELAER, NY 12144

Telephone 518-486-7674

Fax # UNKNOWN

E-Mail Address MELANEY.SZLENKA@OCFS.NY.GOV

Company NYS OFFICE OF VICTIM SERVICES

Contact Person EMMA GRAHAM

Address 80 SOUTH SWAN ST., 2ND FLOOR

City/State ALBANY, NY 12210

Telephone 518-485-0943

Fax # 518-485-9294

E-Mail Address EMMA.GRAHAM@OUS.NY.GOV

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, SANDRA OLIVA/CYNTHIA SCOTT, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 22ND day of DECEMBER 2016



Notary Public

Lois Schwaebler
Notary Public, State of NY
Reg. No. 023C506672
Comm. Expires 01/04/2019

Name of submitting business: THE SAFE CENTER LI, INC.

By: SANDRA OLIVA

Print name



Signature

CYNTHIA SCOTT



Signature

CO-EXEC. DIRECTOR

Title

CO-EXEC. DIRECTOR

12 / 22 / 16
Date

12/22/16
Date

THE SAFE CENTER LI, INC.

Attachments to Business History Form

A & B: The mission of the Safe Center LI is to protect, assist and empower victims of family violence and sexual assault while challenging and changing social systems that tolerate and perpetuate abuse. The Safe Center is the only organization in Nassau County providing free comprehensive services to child and adult victims of family violence and sexual assault. Some of our services include Crisis Intervention provided through a 24 hour hotline (responding to over 6000 calls a year), emergency room advocacy, and outreach to victims after Police intervention. Our Safe Home for Abused Families provides safety and shelter for victims of domestic abuse, and our Transitional Housing Services provides case management and post shelter housing. The Child Advocacy Center houses a co-located multidisciplinary team including the NCPD Special Victims Squad, two Child Protective Services units, a NC Assistant District Attorney and an Article 28 Clinic of NUMC, working closely with The Safe Center Child Victim Advocates in navigating the forensic investigation, supporting prosecution of the offender, and minimizing the trauma to the child and family. Individual and group counseling are provided to adult victims and domestic and sexual assault and our Children's Mental Health Program provides services to child victims of domestic violence, teen dating violence, sexual assault and commercial exploitation. Our Adult Sex Trafficking Program works with the NC Trafficking Court to provide advocacy and counseling to victims. Our Legal Department provides civil legal assistance to Nassau County victims of domestic violence, dating violence, sexual assault and stalking. All of our client services are trauma informed and culturally sensitive, and particularly responsive to the needs of the un-served and underserved populations within the county. In addition to these direct client services, our Education Department, working closely with our many community partners, provides educational programs in schools and communities and training about the issues for professionals in such fields as education, law enforcement and medicine to increase awareness and prevent abuse.

The Safe Center LI is a successful merger of The Nassau County Coalition Against Domestic Violence and The Coalition Against Child Abuse & Neglect. The two agencies co-located an office space in Bethpage on February of 2010 to create comprehensive one-stop-center for victims of domestic violence, rape/sexual assault and child abuse, and were formally merged on January 3 of 2014. Both organizations and thus The Safe Center have long standing histories of providing services to the residents of Nassau County and are basically the sole providers of such services.

(The Coalition Against Child Abuse & Neglect was established in 1979, and The Nassau County Coalition Against Domestic Violence in 1978) Since the merger, the agency has continued to grow and has added several new initiatives including an Adult Victim Advocate program, an Adult Trafficking program and a Safe Harbor program for sexually commercially exploited children.



NEW TSCLI Board of Directors 2016

OFFICERS:

Stephen G. Bondi, CPA, -- President
 Chief Operating Officer
 van Biema Value Partners, LLC
 745 Fifth Avenue
 New York, NY 10151
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 F: 212-308-5949

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2/1/2016

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tpaccione@fortunefootwear.com

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C: 516-448-8455

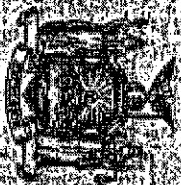
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C: 516-384-4608
W: 516-802-4700 x4779
grammataub@gmail.com



**Office of Children
and Family Services**

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 14th day of May, 2015 to The Safe Center LI, Inc.

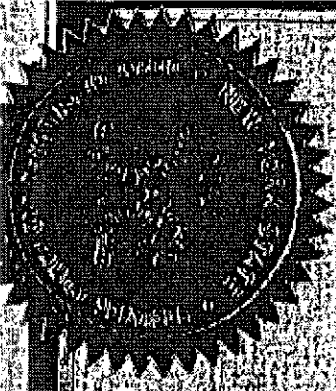
To operate a(n) 15-Bed Domestic Violence Shelter
To be known as Safe Home for Abused Families (SHAF)
Located at 15 Grinnham Road West, Suite 1000
Bellpage, NY 11714

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides, Programs authorized by this operating certificate:
Domestic Violence Shelter

Expiration Date May 12, 2018
Number(s) Y281214

In witness whereof, I have hereunto set
my hand and affixed the official seal of
the Office of Children and Family
Services this 14th day of May, 2015.

Deanna M. Kelly
Deputy Commissioner
New York State
Office of Children and Family Services



THE SAFE CENTER LI, INC.

Conflict of Interest Policy

Section 1. Purpose. The purpose of this "Conflicts of Interest Policy" (the "Policy") is to protect the interests of the Corporation when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Director, Officer, or Key Employee of the Corporation. The Corporation will not enter into any such transaction or arrangement unless it is determined by the Board in the manner described below to be fair, reasonable and in the best interests of the Corporation at the time of such determination.

This Policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to non-for-profit and charitable organizations. All capitalized terms not defined in this Policy shall have the meaning assigned to them in Appendix A, attached.

Section 2. Related Party Transactions and Duty to Disclose. A Related Party Transaction is not necessarily a prohibited transaction. Under this Policy, if the Corporation contemplates entering into a Related Party Transaction, the Independent Directors of the Board must determine if the transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination.

If at any time during his or her term of service a Related Party acquires any Financial Interest or when any matter for decision or approval comes before the Board in which a Related Party has a Financial Interest, that Financial Interest or potential Related Party Transaction must be promptly disclosed in writing to each member of the Board, the President, and to the Chair of any appropriate Board Committee, together with all material facts. The Board will then follow the procedures in Section 4 of this Policy.

Section 3. Disclosure and Voting.

Disclosure. Any Related Party shall disclose in good faith all material facts of his or her Financial Interest to the Board.

Non-Participation and Review. All transactions, agreements or any other arrangements between the Corporation and a Related Party, and any other transactions which may involve a potential conflict of interest, shall be reviewed by the Independent Directors of the Board. All Related Parties with a Financial Interest shall leave the room in which such deliberations are conducted. The Independent Directors of the Board will then determine whether the contemplated Related Party Transaction is fair, reasonable, and in the best interests of the Corporation at the time of such determination. The Corporation will not enter into any Related Party Transaction unless it is determined to be fair, reasonable and in the best interest of the Corporation at the time of such determination.

Consideration of Alternate Transactions and Comparability Data.

If the contemplated Related Party Transaction pertains to compensation for services or the transfer of property or other economic benefit to a Related Party, the Independent Directors of

the Board must determine that the value of the economic benefit provided by the Corporation to the Related Party does not exceed the value of the consideration received in exchange by obtaining and reviewing appropriate comparable data prior to entering the transaction.

In those instances where the contemplated Related Party Transaction does not involve compensation, transfer of property or benefits to a Related Party, the Independent Directors of the Board must consider alternative transactions to the extent possible, prior to entering into such transaction.

Comparability Data. When considering the comparability of compensation, for example, the types of relevant Comparability Data that the Independent Directors of the Board may consider include, but are not limited to (1) compensation levels paid by similarly situated organizations, both exempt and non-exempt; (2) the availability of similar services within the same geographic area; (3) current compensation surveys compiled by independent firms; and (4) written offers from similar institutions competing for the same person's services. When the transaction involves the transfer of real property as consideration, the relevant factors include, but are not limited to (i) current independent appraisals of the property, and (ii) offers received in a competitive bidding process.

Voting. The Board shall, after considering alternate transactions and/or comparability data, determine in good faith by vote of the Independent Directors of the Board whether the transaction or arrangement is fair, reasonable, and in the best interest of the Corporation at the time of such decision. The transaction shall be approved by not less than a majority vote of the Independent Directors or Committee members present at the meeting. In conformity with the above criteria, the Board shall make its decision as to whether to enter into the transaction or arrangement and shall document the meeting contemporaneously under Section 5 of this Policy.

All Related Parties with a Financial Interest must not be present for deliberations and voting on the transaction or arrangement in which he or she has a Financial Interest. However, Related Parties are not prohibited from providing information regarding the transaction to the Board prior to the Board's deliberations. Only Independent Directors of the Board shall vote on Related Party Transactions. No Director or Officer shall vote, act, or attempt to influence improperly the deliberations on any matter in which he or she has been determined by the Board to have a Financial Interest. Any attempt to vote, act, or improperly influence deliberations by a Related Party on any matter with which such person has a Financial Interest may be grounds for removal from the Board or termination from the Corporation.

Compensation.

A voting member of the Board of Directors or an Officer who receives compensation directly or indirectly from the Corporation for services or a Director serving as a voting member of any Committee whose jurisdiction includes compensation matters is precluded from voting or acting on matters pertaining to that Director's or Officer's compensation.

No voting member of the Board or any Committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any Committee

regarding compensation.

Section 4. Audit Committee Review. The Board may delegate to the Audit Committee, which shall be composed solely of Independent Directors, the adoption, implementation of and compliance with this policy. The Board may delegate to the Audit Committee review and approval of any Related Party Transaction involving a Related Party and the Corporation, as contained in this Policy; provided that if the Related Party Transaction is of a magnitude that would otherwise require full Board approval, the Committee shall submit the Related Party Transaction to the Board for consideration, providing its recommendation as to whether or not to approve it.

In the event the Board delegates the review and approval of Related Party transactions to a committee, all references to Board in this Policy shall be deemed to refer to such Committee and all references to a majority of the Board shall be deemed to refer to a majority of such Committee.

Section 5. Records of Proceedings. The minutes of all meetings of the Board and all Committee meetings at which a Related Party Transaction is considered shall contain:

- The names of the persons who disclosed or otherwise were determined to have a potential or actual Financial Interest and/or conflict of interest, the nature of the potential or actual Financial Interest and/or conflict of interest, any action taken to determine whether a Financial Interest or conflict of interest exists, and the Board's decision as to whether a Financial Interest and/or conflict of interest exists.
- The names of the persons who were present for discussions and votes relating to any determinations under Section 3 above, including whether the Related Party and any members not considered to be Independent Directors left the room during any such discussions, the content of such discussions, including discussion of alternative transactions, and whether or not the transaction with the Related Party was approved by the Board.
- The minutes shall be documented contemporaneously to the decision and discussion regarding the Financial Interest or conflict of interest.

Section 6. Initial and Annual Written Disclosures. Prior to a Director's initial election to the Board, or an Officer or Key Employee's employment at the Corporation, and thereafter on an annual basis, all Directors, Officers, and Key Employees shall disclose in writing to the Secretary of the Corporation:

- (i) Any entity of which such person or a Relative of such person is an officer, director, trustee, member, owner, or employee and with which the Corporation has a relationship,
- (ii) Any Financial Interest such person may have in any corporation, organization, partnership or other entity which provides professional or other goods or services to Corporation for a fee or other compensation, and

(iii) Any position or other material relationship such Director, Officer, Key Employee, or Relative of such person, may have with any not-for-profit corporation with which the Corporation has a business relationship.

A copy of each disclosure statement shall be kept in Corporation's files and made available to any Director, Officer, or Key Employee upon request.

Section 7. Annual Statements. Each Director, Officer, and Key Employee shall annually sign and submit to the Secretary of the Corporation a statement which affirms such person: (a) has received a copy of this Policy, (b) has read and understands the Policy, and (c) has agreed to comply with the Policy.

I hereby confirm that I have read The Safe Center LI, Inc.'s Conflict of Interest Policy, and that my responses to the above questions are complete and correct to the best of my knowledge and belief. I will promptly report any information of which I become aware that may change this disclosure or require disclosure under this Policy.

Signature: _____ Date: _____

APPENDIX A – DEFINITIONS

CONFLICT OF INTEREST POLICY: THE SAFE CENTER LI, INC.

- **Affiliate.** An affiliate of the Corporation is a person or entity that is directly or indirectly through one or more intermediaries, controlled by, in control of, or under common control with the Corporation.
- **Board of Directors.** The body responsible for the management of the Corporation.
- **Director.** Any voting or non-voting member of the governing board of a corporation, whether designated as a director, trustee, manager, governor, or by any other title.
- **Financial Interest.** A person has a Financial Interest if such person would receive an economic benefit, directly or indirectly, from any transaction, agreement, compensation agreement, including direct or indirect remuneration as well as gifts or favors that are not insubstantial or other arrangement involving the Corporation.
- **Independent Director.** A member of the Board of Directors (the “Board”) who:
 - Has not been an employee of the Corporation or an Affiliate of the Corporation within the last three years;
 - Does not have a Relative who has been a Key Employee of the Corporation or an Affiliate of the Corporation within the last three years;
 - Has not received and does not have a Relative who has received more than \$10,000 in compensation directly from the Corporation or an Affiliate of the Corporation in any of the last three years (not including reasonable compensation or reimbursement for services as a Director, as set by the Corporation);
 - Does not have a substantial Financial Interest in and has not been an employee of, and does not have a Relative who has a substantial Financial Interest in or was an Officer of, any entity that has made payments to or received payments from, the Corporation or an Affiliate of the Corporation in excess of the lesser of: (a) \$25,000 or (b) 2% of the Corporation’s consolidated gross revenue over the last three years (payment does not include charitable contribution);
 - Is not in an employment relationship under control or direction of any Related Party and does not receive payments subject to approval of a Related Party;
 - Does not approve a transaction providing economic benefits to any Related Party who in turn has approved or will approve a transaction providing economic benefits to the Director.
- **Key Employee.** A Key Employee is a person who is, or has within the last five years, been in a position to exercise substantial influence over the affairs of the Corporation. This includes, but is not limited to:
 - Voting members of the Board;

- Presidents, chief executive officers, chief operating officers or employee of any other title with similar responsibilities;
 - Treasurers and chief financial officers or employee of any other title with similar responsibilities; or
 - A “highly compensated” employee, within the meaning of section 4958 of the Internal Revenue Code and guidance issued by the Internal Revenue Service, who is in a position to exercise substantial influence over the affairs of the Corporation.
- **Officer.** A person who has the authority to bind the Corporation as designated in the bylaws of the Corporation.
- **Related Party.** Persons who may be considered a Related Party of the Corporation or an Affiliate of the Corporation under this Policy include:
 - Directors, Officers, or Key Employees of the Corporation or an Affiliate of the Corporation;
 - Relatives of Directors, Officers, or Key Employees;
 - any entity in which a person in (i) or (ii) has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%;
 - Founders of the Corporation;
 - Substantial contributors to the Corporation (within the current fiscal year or the past five fiscal years);
 - Persons owning a controlling interest (through votes or value) in the Corporation;
 - Any non-stock entity controlled by one or more Key Employees.
- **Related Party Transaction.** Any transaction, agreement or any other arrangement with the Corporation or an Affiliate of the Corporation in which a Related Party has a Financial Interest. Any Related Party Transaction will be considered a conflict of interest for purposes of this Policy.
- **Relative.** A Relative is a spouse, ancestor, child (whether natural or adopted), grandchild, great grandchild, sibling (whether whole or half blood), or spouse of a child (whether natural or adopted), grandchild, great grandchild or sibling (whether whole or half blood), or a domestic partner as defined in section 2994-A of the New York Public Health Law.



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Emergency Contact Information Form

It is critical that we maintain a current file for each contractor in the event of an emergency. Please fill out the requested information as accurately and completely as possible. Please return the completed form with the signed contract.

Instructions: Please provide contact information for any individual(s) that should be contacted in the event of an emergency. These are the people in your organization that have been designated as an emergency contact and have the authority to coordinate and work with the Department and other County, State and Federal agencies in the event of an emergency. Use additional sheets if more space is required.

Agency Name: THE SAFE CENTER LI, INC.

1. Name: SAUDRA OLIVA Title: CO-EX DIRECTOR
Address: 171 SCLUDDER AVE. NORTHPORT, NY 11768
Phone 1 516-465-4730 (W) Phone 2 516-317-4071 (C)
Phone 3 631-261-6254 (H) Phone 4 _____
E-mail 1 SOLIVA@TSCLI.ORG E-mail 2 _____

2. Name: CYNTHIA SCOTT Title: CO-EX. DIRECTOR
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Phone 1 516-465-9291 (W) Phone 2 631-742-4272 (C)
Phone 3 516-731-7827 (H) Phone 4 _____
E-mail 1 C.SCOTT@TSCLI.ORG E-mail 2 _____

3. Name: _____ Title: _____
Address: _____
Phone 1 _____ Phone 2 _____
Phone 3 _____ Phone 4 _____
E-mail 1 _____ E-mail 2 _____

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2017, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and THE SAFE CENTER LI, INC., a not-for-profit corporation of the State of New York, having its principal place of business at 15 Grumman Road West, Suite 1000, Bethpage, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000011 between the County and the Contractor, executed on behalf of the County on May 5, 2014, as amended by the amendment executed on behalf of the County on February 9, 2015 as amended by the amendment executed on behalf of the County on April 7, 2016 (the "Original Agreement"), the Contractor provides services in child abuse and neglect cases for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2016 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Million Nine Hundred Sixty Three Thousand Dollars and 00/100 (\$1,963,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement and increase the Maximum Amount

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Sixty Three Thousand Dollars and 00/100 (\$663,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Six Hundred Twenty Six Thousand Dollars and 00/100 (\$2,626,000.00) (the "Amended Maximum Amount").

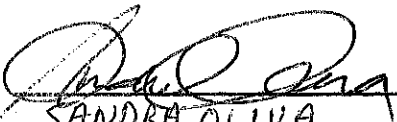
3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "A" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

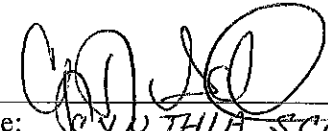
THE SAFE CENTER LI, INC.



SANDRA OLIVA

CO-EXEC. DIRECTOR

12/22/16

By: 

Name: CYNTHIA SCOTT

Title: CO-EXEC. DIRECTOR

Date: 12/22/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive

Date: _____

EXECUTE IN BLUE INK

120995
124959
130493

)ss:
 COUNTY OF NASSAU)

NOTARY PUBLIC

Lois Schwaab
Notary Public, State of NY
Reg. No. 62505006672
Comm. Expires 01/04/2014

STATE OF NEW YORK)
COUNTY OF NASSAU)ss:

On the ____ day of _____, 201 before me personally came _____ to me personally known, who, being duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

EXHIBIT A

LINE-ITEM BUDGET January 1, 2017 - December 31, 2017

Contract # _____ **0**

Contract Name: THE SAFE CENTER LI, INC.

Program Name: CHILD ABUSE AND NEGLECT SERVICES

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$308,457
1b	Fringe	\$63,851
1 Total	Personnel (Salary plus Fringe)	\$372,308
2	Consultant(s)	\$1,000
3	Travel / Per Diem / Transportation	\$6,001
4	Equipment	\$0
5	Supplies	\$5,000
6	Contractual Services	\$23,000
7	Rent/Utilities	\$190,000
8	Department Specific Costs	\$0
9	Other Costs	\$24,000
10	Administrative Overhead	\$41,691
	Gross Expenditures (Lines 1 – 10)	\$663,000
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$663,000
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$663,000



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: THE SAFE CENTER L.I., INC.

Service Provided: CHILD ABUSE

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: JEANETTE FEINGOLD

Date:

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests				✓	
e. Number of Complaints				✓	
f. Problem Resolution				✓	
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

Contract ID#: COSS14000011

Department: Social Services

SERVICE Child Abuse & Neglect

Contract Details

NIFS ID #: CQSS14000011

NIFS Entry Date: 02/10/14 Term: from 01/01/14 to 12/31/14

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name: The Safe Center L.L. Inc.	Vendor ID# 112443377-01
Address: 15 Grumman Road West, Suite 1000 Bethpage, NY 11714	Contact Person: Cynthia Scott Email: cscott@csell.org Phone: 516 465-4730 Fax: 516 747-5065

County Department
Department Contact: Michael A. Kanowitz
Address: 60 Charles Lindbergh Blvd
Phone: 516 237-7748

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved For'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Approval (Dept. Head)	2/14/14	[Signature]	
	OMB	NIFS Approval	2/18	[Signature]	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
2/21/14	County Attorney	CA RE & Insurance Verification	2/21/14	[Signature]	
4/15/14	County Attorney	CA Approval as to form	2/21/14	[Signature]	
	Legislative Affairs	Fwd'd Original Contract to CA	2/25/14	[Signature]	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval	2/27/14	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Comptroller	NIFS Approval	3/3/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg	2/27/14	[Signature]	

116245

PR5254 (8/04)



Contract Summary

Description: Child Abuse & Neglect
Purpose: We are mandated to provide these services. To coordinate the Department's sexual abuse and substance abuse cases. To provide staff, Child Protective Service Staff and the police at the Child Advocacy Center of Nassau County to handle sex abuse cases thru the age of 17. <i>New Contract 2014</i>
Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received a satisfactory evaluation. The department is currently reviewing and developing a procurement strategy for all of its contracts. The implementation of the new strategy will determine the order of how contracts are prioritized for RFP.
Procurement History: We have been using this vendor since 1985. The Safe Center LI, Inc. is the successor entity through corporate merger on January 3, 2014.
Description of General Provisions: The vendor will marshal & coordinate services of the County & Community agencies in child, sexual abuse & substance abuse cases referred to the vendor by the Department, and to provide the following personnel: One (1) Director of Advocacy services, One (1) Child Sex Abuse Coordinator, One (1) Secretary, One (1) Executive Director part time, and One (1) bookkeeper. They will also provide services to help parents maintain sobriety, provide parenting support and education, assist the family during the process of reunification in instances of foster care placements, and to assist the Clients to maintain a unified, healthy family life.
Impact on Funding / Price Analysis: County 25% Federal 30% State 45 % 2014 Budget \$650,000.00
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT736
Transaction:	CQ

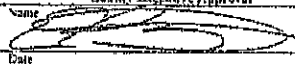
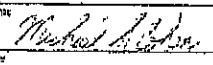
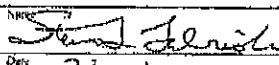
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$162,500.00
Federal	\$195,000.00
State	\$292,500.00
Capital	\$
Other	\$
TOTAL	\$650,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT736/SSGEN 7600	\$ 650,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$650,000.00

Document Prepared By: _____

Date: _____

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Name: 
Name: 	Name: 	Date: _____
Date: <u>4/1/2014</u>	Date: <u>3/31/14</u>	E #: _____

116245

PR5254 (8/04)

THIS AGREEMENT, dated as of _____, 201____, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd, Uniondale, New York 11553-3686 (the "Department"), and (ii) The Safe Center LI, Inc., Inc., a not-for-profit corporation of the State of New York having its principal office at 15 Grumman Road West, Suite 1000, Bethpage, New York 11714 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from January 1, 2014 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for (4) four additional one (1) year terms.

2. Services.

(a) The County agrees to retain the services of the Contractor to marshal and coordinate services of County and Community agencies in child, sexual-abuse and substance-abuse cases referred to the Contractor by the Department, and to provide the following personnel: One (1) Director of Advocacy Services; one (1) Child Sex Abuse Coordinator; one (1) Secretary; and one (1) Executive Director (part-time) and one (1) bookkeeper.

(b) The Contractor agrees to provide additional child, sexual-abuse and substance-abuse care services and supply the following personnel: One (1) Child Sex Abuse Coordinator for Children's Services; one (1) Substance Abuse Coordinator; one (1) Administrative Assistant.

(c) The Contractor shall have the following as its duties under this Agreement:

(i) To marshal and coordinate the services of County and Community agencies in child, sexual abuse cases referred to the Contractor by the Department;

(ii) To marshal and coordinate the services of County and community agencies in cases involving substance abuse referred to Contractor by Department;

- (iii) To develop necessary procedures and reporting mechanisms;
- (iv) To act as liaison with designated Department staff for project;
- (v) To administer the total project;
- (vi) To prepare required progress and final reports;

(vii) To monitor the project by examining and reviewing the services offered and delivered to those in need of the services to be provided hereunder; by participating in the development of appropriate evaluation instruments for the project, to assure contract compliance during the term of the Agreement.

(viii) Upon referral from the Department, the Contractor shall send staff to accompany Child Protective Service caseworkers on field and home visits to program clients in order to provide and coordinate services for clients under this Agreement. Contractor shall be responsible for obtaining the necessary and appropriate releases from the clients at the time of the initial visit to provide such services, and shall enact appropriate protocols to ensure the quality, propriety, and integrity of its field personnel, and preserve client confidentiality. The Contractor understands and accepts the risks involved in field visits, and shall be solely responsible for the services it provides under this provision, and shall indemnify, defend, and hold harmless, the County, the Department, and its officers, employees, and agents, in accordance with Paragraph 8 of this Agreement.

(d) The Director of Advocacy Services duties shall include, but shall not be limited to the following:

(i) To provide supervision to the Child Sex Abuse Coordinator, and the Substance Abuse Coordinator;

(ii) To receive cases of child, sexual abuse requiring services from the individual designated by the Commissioner of the Department to make said referral. The Director of Advocacy Services shall periodically consult with the Commissioner's designee regarding said referrals; and

(iii) To meet with the Department's Children's Protective Services (CPS) and Children's Services staff and other appropriate County agencies for the purposes of assisting in development of a written treatment plan for the sexually-abused child; and

(iv) To arrange meetings among the various participating agencies, investigators, the victim's family, foster family, law guardian, and various County agencies involved in the treatment of child, sexual-abuse cases, as necessary; and

(v) To plan and participate in the following meetings:

(a) Coordination Meetings - Departments of CPS, Children's Services, Police, District Attorney;

(b) Planning Meetings - CPS, Mental Health, Children's Services, Probation and other community agencies and, when appropriate, family members and foster family members;

(c) Treatment Meetings - Children's Services, CPS, Mental Health and Probation.

(vi) To identify and assist in the resolution of issues arising from case coordination between the Department and other participating agencies; and

(vii) Conduct training for Nassau County professionals in area of child, sexual-abuse, including staff at the Department;

(viii) To maintain an activity report on each case; and

(ix) To prepare all necessary reports.

(e) The Child Sex Abuse Coordinators' duties shall include, but shall not be limited to, the following:

(i) To receive cases of child sexual abuse requiring services from the individual designated by the Commissioner of the Department to make said referral. The Child Sex Abuse Coordinator shall periodically consult with the Commissioner's designee regarding said referrals; and

(ii) To meet with the Department's CPS staff, Children's Service staff, and other appropriate County agencies for the purpose of assisting in the development of a written treatment plan for the sexually-abused child; and

(iii) To arrange meetings among the various participating agencies, investigators, the victim's family, law guardian, and various County agencies involved in the treatment of child sexual abuse cases as necessary; and

(iv) Plans and participates in the following meetings:

(a) Coordination Meetings - Departments of CPS, Children's Services and Police, District Attorney;

(b) Planning Meetings -CPS, Mental Health, Children's Services, Probation and other community agencies and, when appropriate, family members and foster family members;

(c) Treatment Meetings - Children's Services, CPS, Mental Health and Probation.

(v) To identify and assist in the resolution of issues arising from case coordination between the Department and other participating agencies; and

(vi) Conducts training for Nassau County Professionals in area of child, sexual abuse, including staff at the Department;

(vii) To maintain an activity report on each case; and

(viii) To prepare all necessary reports.

(f) The Substance Abuse Coordinator's duties shall include, but not be limited to the following:

(i) Receive, from individual designated by the Department, cases involving substance-abusing parents who require services from, but not limited to, the following agencies: Department of Drug and Alcohol Addiction, Department of Mental Health, Family Court, Police, Probation, hospitals.

(ii) Plan and participate in the following meetings with the Department CPS and Children's Services staff and other appropriate County and community agencies for the purpose of coordination and monitoring of services. Participating agencies include Department of Drug and Alcohol Addiction, Department of Mental Health, Police, Probation, Family Court, hospitals, Foster Care.

(a) Coordination Meetings - CPS, law enforcement, treatment agencies, hospital:

(b) Planning Meetings - CPS, Children's Services, Drug and Alcohol, Mental Health, Probation.

(g) The Executive Director's duties shall include, but not limited to the following:

(i) Be responsible for orientation, training and direction of staff;

(ii) Be responsible for the fiscal management of the program;

(iii) Serve as the primary liaison agent and is responsible for interaction with agencies, departments and the community-at-large;

(iv) Be responsible for monitoring all phases of program.

(h) The Secretary and Administrative Assistant shall provide clerical and secretarial services in relation to the services provided by the Contractor under this Agreement.

(i) Recruitment of project staff will be the responsibility of the Contractor. The Department reserves the right to verify that the staff meets with the qualifications specified in the budget attached hereto as "Exhibit A" of this Agreement.

(j) The Contractor's employees covered by this Agreement shall observe the same hours of employment and holiday schedule as the employees of the Department, as set forth in the current Civil Service Employees Association Agreement with the County. The Contractor's full-time employees covered by this Agreement shall also abide by the sick time, vacation time, and lateness provisions set forth in the current Civil Service Employees Association Agreement with the County. All accumulated leave time must be utilized by the Contractor's full-time employees covered by this Agreement during the term of this Agreement. The Personal Leave and Bereavement Leave provisions of the Civil Service Employees Association Agreement with the County are not applicable to the Contractor's employees under this Agreement. No payments shall be made to any Contractor full-time employee covered by this Agreement who has accumulated unused leave time upon the termination of this Agreement.

(k) The Contractor agrees to submit to the Department and the New York State Office of Children and Family Services (NYSOCFS), reports as required by directive, regulation and statute.

(l) Reporting,

(a) Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(b) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Child Protective Services a monthly report in a format approved by the Department. Beginning January 1, 2014 the report may be submitted quarterly or monthly, the frequency of which shall be determined by the Department. The report shall enumerate the following:

- 1) total number of case referrals received during the month, each case shall be identified by case name, case number, case type, exempt status and date of referral;
- 2) total number of assessments completed by Contractor for the month;
- 3) total number of reports that met the protocol for joint response with a breakdown showing the number of joint responses by police and CPS at the time of initial report, the number of joint responses by police and CPS after intake, and the number of arrests on each case that met the protocol for joint response.
- 4) other statistical information requested by the Department which is relevant to the program's status and success.

(c) The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to

ensure that the terms, covenants, and conditions of this Agreement are being carried out.

(m) The Contractor shall provide to the Department within three (3) months of the commencement of the Agreement term a certificate of completion from (and registered with) the New York State Office of Children and Family Services (OCFS) certifying successful completion of the OCFS "Core Training" program for each Contractor caseworker providing preventative or child protective services under the Agreement. When needed, the Contractor shall arrange training through the Department.

(n) Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

(o) The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.

(p) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(q) Contractor agrees to conduct four half day public awareness presentations/informational sessions at the Department for the benefit of the public visiting the Department.

(r) The County agrees to retain the services of the Contractor to conduct and administer support groups and individual case management and counseling services for parents and their children referred to the Contractor by the Department and other contract agencies. This program will be called "CAC Family Group Work". The population shall consist of parents and their children who have experienced trauma, either through abuse neglect during their childhoods; having been victims of domestic violence which impacted their children; or the difficulties experienced after their child has disclosed being a victim of child sexual abuse.

(i) The goal of CAC Family Group Work is to strengthen families by: enhancing protective factors within the family; enhancing communication; and mitigating risk factors that may lead to abuse, neglect or alienation. Contractor will assist the family during the process of reunification in instances where children have been removed from the home, and will assist the clients in maintaining a unified, healthy family life and building resilience in the family.

(ii) Clients will attend CAC Family Group Work program with their children one (1) evening per week for twelve (12) weeks. Families may attend one twelve (12) week session, and may recontract to continue attending subsequent twelve (12) week sessions, as long as there is need.

- (iii) The Contractor will conduct three (3) –twelve (12) week sessions during the contract term. Families will meet for a one (1) hour dinner hour provided by Contractor, and then break into one (1) hour separate support groups for parents and kids, co-facilitated by CAC staff/volunteers. These sessions will occur on a minimum of one night per week.
- (iv) The focus of the parents' group shall be to provide mutual aid for parents who have suffered trauma and whose children have been victimized through sexual abuse, exposure to family violence, or other trauma in the family. Group will provide support, psycho educational process, and focus on building up strengths within the family system and improving parenting skills.
- (v) Children from the client families will be worked with in groups according to age, and will focus on normalizing the experience of having been victimized or witnessing victimization, and building strength and resilience in themselves and their family system.
- (vi) The number of anticipated clients to be served shall be approximately seven (7) families per night, with an approximate total of 20-35 persons, depending on the number of families and the size of family.
- (vii) Family Group Work services shall be conducted at the Contractor's place of business located at 15 Grumman Road West, suite 900, Bethpage, New York 11714.
- (viii) Performance Standards: The Contractor shall comply with the following performance standards:
 - 1) At least seventy percent (70%) of parent participants shall report improved coping mechanisms.
 - 2) At least seventy percent (70%) of parents shall demonstrate and report improved parenting skills.
 - 3) At least eighty percent (80%) of child participants shall report increase in coping skills and stress management.
 - 4) At least eighty percent (80%) of child participants and their parents will report an increased sense of competence and communication within the family.
- (ix) Contractor Staff. The number and qualifications of staff provided for Family Group Work services shall meet and possess all requirements as defined by applicable rules and regulations of New York State, OCFS, and Nassau County. Contractor shall provide the following personnel: one (1) coordinator and three (3) child group workers.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed SIX HUNDRED FIFTY THOUSAND (\$650,000.00) DOLLARS to be paid as follows:

(i) One-twelfth (1/12) payable upon execution of Agreement by the County. The Contractor agrees to submit to the Department simultaneously, with its first monthly claim for the remaining eleven-twelfths (11/12), documentation of the expenditures charged to the one-twelfth (1/12) paid to the Department on the execution of the Agreement by the County. The remaining eleven-twelfths (11/12) thereafter shall be paid monthly, in arrears, on a reimbursement basis only after a demonstration of an actual cash expenditure, in accordance with the Line-Item Budget annexed hereto as "Exhibit A." Under no circumstances will a claim be recognized if submitted on an accrual basis. All payments hereunder shall be made upon the submission of standard County claim forms certified by the Contractor, approved by the Department, and filed with the Comptroller of the County.

(ii) "Exhibit A" - Line-Item Budget annexed hereto, may be amended from time to time as required by the Contractor, subject, however, to prior approval of the Department.

(iii) Within sixty (60) days of the termination of this Agreement, a final accounting of the monies expended under this Agreement by the Contractor shall be submitted to Comptroller of the County, together with a refund of excess payments by the County, if any

(b) Vouchers: Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible source of revenue for the Services to be provided by the Contractor pursuant to this Agreement.

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance , with the line-item annual budget (the "Budget") attached to this Agreement as "Exhibit A". The line-item budget may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357, and the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164), attached hereto as "Exhibit B" of this Agreement.

(e) Regulatory Compliance. At all times Contractor shall comply with any and all applicable New York State statutes, OCFS rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over the "Services" described herein, including but limited to 18 NYCRR 423. Contractor expressly understands and agrees that it shall assist the Department in providing and preparing any necessary reports and/or statistical form submission required by OCFS and/or any other governmental agency.

7. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify, and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

(d) The provisions of this Section shall survive the termination of this Agreement.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copy of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

10. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual

written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for Services.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the

federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.
- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned

(the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.

- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

15. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue: Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

18. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand

delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

19. Fair Hearings. The Department will provide notices to recipients or applicants of their right to State Fair Hearings as required by Federal and State law and regulations. The Contractor, upon request of the Department, agrees to participate in State Fair Hearings when necessary for the determination of issues. The Contractor also agrees to participate, as requested by the Department, in any endeavors incident to the provision of services including, but not limited to, testimony for fair hearings, reports, surveys, studies or audits, court or judicial proceedings, and any other matters relating to the Contractor's provision of services.

20. All Legal Provisions Deemed Included: Severability. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

21. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior

agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.


23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

THE SAFE CENTER LI, INC.

By: 
Name: Cynthia G. Scott
Title: Executive Director
Date: 11/24/14

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 5/5/14

PLEASE EXECUTE IN BLUE INK

115400

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5 day of May in the year 2014 before me personally came Richard R. Naeff to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE5258028
Qualified in Nassau County
Commission Expires April 02, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 27 day of January in the year 2014 before me personally came Lyette Scott to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Executive Director of Te Suky South LLC, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC


Lols Schwabner
Lols Schwabner
Notary Public, State of NY
Reg. No. 02805003872
Comm. Expires 01/04/2015

EXHIBIT A

LINE-ITEM BUDGET January 1, 2014 - December 31, 2014

Contract # 0Contract Name: THE SAFE CENTER LI, INC.Program Name: CHILD ABUSE AND NEGLECT SERVICES

Select Line To
Work On



Budget Summary

	Line #	Expense type	Total \$
	1a	Salary	\$278,483
<u>Work on Salary and Fringe</u>	1b	Fringe	\$44,939
	1 Total	Personnel (Salary plus Fringe)	\$323,422
<u>Work on Line 2</u>	2	Consultant(s)	\$1,000
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$4,050
<u>Work on Line 4</u>	4	Equipment	\$0
<u>Work on Line 5</u>	5	Supplies	\$11,700
<u>Work on Line 6</u>	6	Contractual Services	\$31,500
<u>Work on Line 7</u>	7	Rent/Utilities	\$214,189
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$26,429
<u>Work on Line 10</u>	10	Administrative Overhead	\$37,710
		Gross Expenditures (Lines 1 – 10)	\$650,000
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$650,000
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$650,000

Appendix EE

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If

verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Quynha Scott (Name)

136-44th Rd. 4th Fl. J.C. Bldg. Bklyn, NY 11219 (Address)

516-415-9291 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/21/14
Dated

[Signature]
Signature of Chief Executive Officer

Richard G. Scott
Name of Chief Executive Officer

Lola Schweser
Notary Public, State of NY
Reg. No. 025464672
Comm. Expires 01/24/2015

Sworn to before me this

24 day of January, 2014.

[Signature]
Notary Public

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as Coalition Against Child Abuse and Neglect, The Safe Circle, Inc., has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Cynthia Scott, Executive Director
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2014 through December 31, 2014.

Elizabeth Ragozzino
Officer

Sworn to before me this 24th
day of January 2014

Lois Schwesher
Notary Public, State of NY
Exp. No. 0256025072
Comm. Expires 01/01/2015

Lois Schwesher

Exhibit B

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of January 1, 2014, and amends and is made part of an agreement dated as of _____, 201____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between The Safe Center LI, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion,

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. § 164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. § 164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. § 164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. § 164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

- a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;
- b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and
- c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

- a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.
- b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.
- d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.
- e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.
- f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged

material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

11. HITECH ACT

11.1

- a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and
- b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and
- c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.
- d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

THE SAFE CENTER LI, INC.

By: [Signature]

By: [Signature]

Print Name: Richard P. Walker

Print Name: Cynthia G. Scott

Title: Chief Deputy County Executive

Title: Executive Director

Date: 5/5/14

Date: 1/24/14

ID#: COSS14000011



Department: Social Services

ct Details

S ID #: CLSS15000007

NIFS Entry Date: 12/17/14 Term: from 01/01/15 to 12/31/15

SERVICE Child Abuse & Neglect

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name The Safe Center L.L. Inc.	Vendor ID# 112442377-01
Address 13 Grumman Road West, Suite 1000 Bethpage, NY 11714	Contact Person Cynthia Scott Email cscott@tseli.org Phone 516 465-4730 Fax: 516 747-5065

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department:	NIFS Entry (Dept) NIFS Appvl (Dept Head)	<input type="checkbox"/> 12/17/14	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 1/23/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/29/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 1/29/15	<i>[Signature]</i>	
1/29/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 1/29/15	<i>[Signature]</i>	
	Legislative Affairs	Fwd Original Contract to CA	<input type="checkbox"/>	<i>[Signature]</i>	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		
1/29/15	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 1/29/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 2/2/15	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg	<input checked="" type="checkbox"/> 2/2/15	<i>[Signature]</i>	

121135



Contract Summary

Description Child Abuse & Neglect
Purpose: We are mandated to provide these services. To coordinate the Department's sexual abuse and substance abuse cases. To provide staff, Child Protective Service Staff and the police at the Child Advocacy Center of Nassau County to handle sex abuse cases thru the age of 17. (Renew Contract)
Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received a satisfactory evaluation. The department is currently reviewing and developing a procurement strategy for all of its contracts. The implementation of the new strategy will determine the order of how contracts are prioritized for RFP.
Procurement History: We have been using this vendor since 1985. The Safe Center LI, Inc. is the successor entity through corporate merger on January 3, 2014.
Description of General Provisions: The vendor will marshal & coordinate services of the County & Community agencies in child, sexual abuse & substance abuse cases referred to the vendor by the Department, and to provide the following personnel: One (1) Director of Advocacy services, One (1) Child Sex Abuse Coordinator, One (1) Secretary, One (1) Executive Director part time, and One (1) bookkeeper. They will also provide services to help parents maintain sobriety, provide parenting support and education, assist the family during the process of reunification in instances of foster care placements, and to assist the Clients to maintain a unified, healthy family life.
Impact on Funding / Price Analysis: County 25% Federal 30% State 45 % 2014 Budget \$650,000.00 2015 Budget \$650,000.00
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT736
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$162,500.00
Federal	\$195,000.00
State	\$292,500.00
Capital	\$
Other	\$
TOTAL	\$650,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	TT736-SSGEN 7600	\$650,000.00
3		\$
4		\$
5		\$
6		\$
TOTAL		\$650,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is deposited in the appropriation to be charged	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>2/19/15</u>
Date: <u>3/16/15</u>	Date: <u>3/6/15</u>	E #: _____

121135

PR5254 (8-04)

AMENDMENT NO. 1

This AMENDMENT, dated as of January 1, 2015, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and THE SAFE CENTER LI, INC., a not-for-profit corporation licensed or otherwise authorized by the New York State Office of Children and Family Services to provide child abuse and neglect services, having its principal place of business at 15 Grumman Road West, Suite 1000, Bethpage, New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQSS14000011 between the County and the Contractor, executed on behalf of the County on May 5, 2014 (the "Original Agreement"), the Contractor provides services in child abuse and neglect cases for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods, (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Six Hundred Fifty Thousand Dollars and 00/100 (\$650,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and increase the Maximum Amount

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Fifty Thousand Dollars and 00/100 (\$650,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Three Hundred Fifty Thousand Dollars and 00/100 (\$1,300,000.00) (the "Amended Maximum Amount").

✓

✓

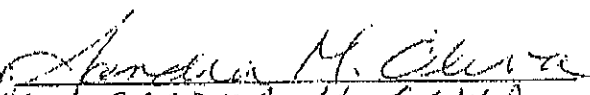
3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "A" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

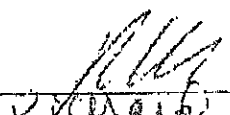
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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

THE SAFE CENTER LI, INC.

By: 
Name: SANDRA M. OLIVA
Title: EXECUTIVE DIRECTOR
Date: 12-9-14

NASSAU COUNTY

By: 
Name: Robert R. Walker
Title: Deputy County Executive
Date: 2/9/15

EXECUTE IN BLUE INK

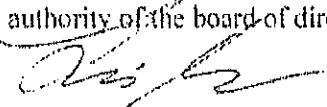
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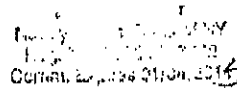
STATE OF NEW YORK)

ISS:

COUNTY OF NASSAU)

On the 9th day of December, 2014 before me personally came SAMARA CIVITA to me personally known, who, being duly sworn, did depose and say that he or she resides in the County of SUFFOLK; that ~~he~~ she is the EXECUTIVE DIRECTOR of the SAFE CENTRAL LI INC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC


Notary Public, State of New York
Commission Expires 01/01/2016

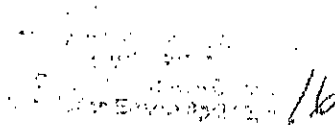
STATE OF NEW YORK)

ISS:

COUNTY OF NASSAU)

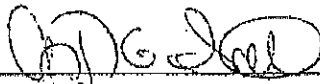
On the 9th day of February, 2015 before me personally came Richard K. W. W. to me personally known, who, being duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

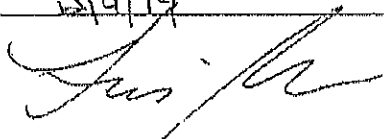

NOTARY PUBLIC


Notary Public, State of New York
Commission Expires 03/01/2016

As of November 19th, 2014, the Board of Directors of The Safe Center LI, Inc. requires that all contracts over \$100,000. be cosigned by either the other Executive Director or an authorized Officer of the Corporation.

THE SAFE CENTER LI, INC

By 
Name: Captain G. Scott
Title: Executive Director
Date: 12/9/14



Notarization:

Notary Public
Notary Public & Clerk NY
Notary Public & Clerk
Commission Expires 01/14/2015

EXHIBIT A

LINE-ITEM BUDGET January 1, 2015 - December 31, 2015

Contract # 0
 Contract Name: COALITION AGAINST CHILD ABUSE & NEGLECT, INC.
 Program Name: CHILD ABUSE AND NEGLECT SERVICES

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$278,060
1b	Fringe	\$68,395
1 Total	Personnel (Salary plus Fringe)	\$336,455
2	Consultant(s)	\$1,000
3	Travel / Per Diem / Transportation	\$2,500
4	Equipment	\$0
5	Supplies	\$7,000
6	Contractual Services	\$29,500
7	Rent/Utilities	\$214,000
8	Department Specific Costs	\$0
9	Other Costs	\$23,800
10	Administrative Overhead	\$35,745
	Gross Expenditures (Lines 1 - 10)	\$650,000
11	Revenue, Income Agency Contribution Matches	\$0
	Net Budget Total (Lines 1 - 10 minus line 11)	\$650,000
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$650,000

Contract ID#: COSS14000011Department: Social Services

Contract Details

SERVICE Child Abuse & Neglect

NIFS ID #: CLSS16000008NIFS Entry Date: 12/23/15 Term: from 01/01/16 to 12/31/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Blanket Resolution RES#	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor		County Department	
Name The Safe Center LI, Inc.	Vendor ID# 112442377-01	Department Contact Michael A. Kanowitz	
Address 15 Grumman Road West, Suite 1000 Bethpage, NY 11714	Contact Person Cynthia Scott Email cscott@tscli.org Phone 516 465-4730 Fax: 516 747-5065	Address 60 Charles Lindbergh Blvd	
		Phone 516 227-7452	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/24/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	12/30/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/6/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/6/16	<i>[Signature]</i>	
1/6/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/6/16	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1/6/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	1/6/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	2/17/16 2/18/16	<i>[Signature]</i>	
4/7/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	4/7/16	<i>[Signature]</i>	

125775



Contract Summary

Description Child Abuse & Neglect
Purpose: We are mandated to provide these services. To coordinate the Department's sexual abuse and substance abuse cases. To provide staff, Child Protective Service Staff and the police at the Child Advocacy Center of Nassau County to handle sex abuse cases thru the age of 17. (Amendment to <i>renew Contract for a one year period under the terms of the original agreement.</i>)
Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received a satisfactory evaluation. The department is currently reviewing and developing a procurement strategy for all of its contracts. The implementation of the new strategy will determine the order of how contracts are prioritized for RFP.
Procurement History: We have been using this vendor since 1985. The Safe Center LI, Inc. is the successor entity through corporate merger on January 3, 2014.
Description of General Provisions: The vendor will marshal & coordinate services of the County & Community agencies in child, sexual abuse & substance abuse cases referred to the vendor by the Department, and to provide the following personnel: One (1) Director of Advocacy services, One (1) Child Sex Abuse Coordinator, One (1) Secretary, One (1) Executive Director part time, and One (1) bookkeeper. They will also provide services to help parents maintain sobriety, provide parenting support and education, assist the family during the process of reunification in instances of foster care placements, and to assist the Clients to maintain a unified, healthy family life.
Impact on Funding / Price Analysis: County 40% Federal 30% State 30 %
Change in Contract from Prior Procurement: Not Applicable
Recommendation: (approve as submitted)

Advisement Information

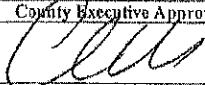
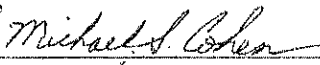
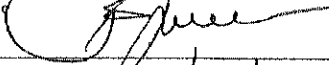
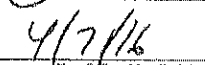
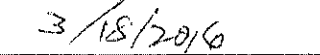

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT736
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$265,200.00
Federal	\$198,900.00
State	\$198,900.00
Capital	\$
Other	\$
TOTAL	\$663,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	TT736/SSGEN 7600	\$ 663,000.00
4		\$
5		\$
6		\$
	TOTAL	\$663,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name 	Name 	Date 
Date 	Date 	<i>(For Office Use Only)</i>
		E #:

125775

PR5254 (8/04)

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and THE SAFE CENTER LI, INC., a not-for-profit corporation of the State of New York, having its principal place of business at 15 Grumman Road West, Suite 1000, Bethpage, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000011 between the County and the Contractor, executed on behalf of the County on May 5, 2014, as amended by the amendment executed on behalf of the County on February 9, 2015 (the "Original Agreement"), the Contractor provides services in child abuse and neglect cases for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Million Three Hundred Thousand Dollars and 00/100 (\$1,300,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement and increase the Maximum Amount

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Six Hundred Sixty Three Thousand Dollars and 00/100 (\$663,000.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Nine Hundred Sixty Three Thousand Dollars and 00/100 (\$1,963,000.00) (the "Amended Maximum Amount").

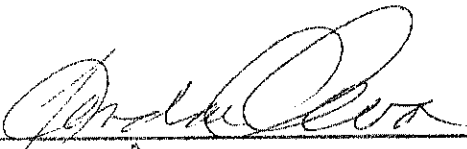
3. Budget. The budget referred to in Section 3 (f) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety for the renewal term under this Amendment, as set forth in Amended Exhibit "A" attached hereto (such amended budget, the "Amended Budget"). The Amended Budget may be modified from time to time upon request of the Contractor, subject to prior approval of the Department.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

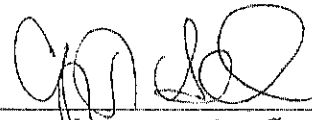
THE SAFE CENTER LI, INC.



SANDRA OLIVA

CO-EX. DIRECTOR

11-18-15


By: 

Name: CYNTHIA SCOTT

Title: CO-EX. DIRECTOR

Date: 11/18/15

NASSAU COUNTY

By: 

Name: Charles Albano

Title: Deputy County Executive

Date: 4/2/16

EXECUTE IN BLUE INK

120995
124959

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 15TH day of NOVEMBER, 2011 before me personally came ~~SANDRA OLIVA~~ CYNTHIA SCOTT to me personally known, who, being duly sworn, did depose and say that he or she resides in the County of ~~SUFFOLK~~ NASSAU; that he or she is the CO-EX. DIRECTOR of THE SAFE CENTER LI, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.


NOTARY PUBLIC

Lois Schwaebler
Notary Public, State of NY
Reg. No. 0250800072
Comm. Expires 01/04/2019

STATE OF NEW YORK)

)ss:

COUNTY OF NASSAU)

On the 7th day of April, 2016 before me personally came Charles Ribando to me personally known, who, being duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.


NOTARY PUBLIC

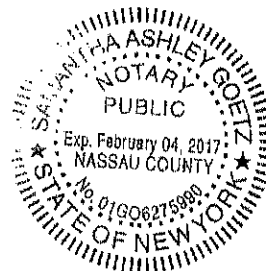


EXHIBIT A

LINE-ITEM BUDGET January 1, 2016 - December 31, 2016

Contract # _____ 0

Contract Name: THE SAFE CENTER LI, INC.

Program Name: CHILD ABUSE AND NEGLECT SERVICES

Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$278,060
1b	Fringe	\$62,175
1 Total	Personnel (Salary plus Fringe)	\$340,235
2	Consultant(s)	\$1,000
3	Travel / Per Diem / Transportation	\$2,500
4	Equipment	\$4,500
5	Supplies	\$7,000
6	Contractual Services	\$26,000
7	Rent/Utilities	\$214,000
8	Department Specific Costs	\$0
9	Other Costs	\$25,500
10	Administrative Overhead	\$42,265
	Gross Expenditures (Lines 1 – 10)	\$663,000
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$663,000
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$663,000

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: January 2, 2017

Subject: The Safe Center LI, Inc. (Child Abuse & Neglect Services)
Renewal 2017

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 21, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.
10099
131449





NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

December 21, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: The Safe Center LI, Inc.
Child Abuse and Neglect Services Renewal 2017

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in dark ink, appearing to be "S/".

Michael A. Kanowitz
Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792