

Contract ID#: CQDA16000011
CLDA17000011



Department: District Attorney

E-151-17

Contract Details

SERVICE: Batterer's Intervention Program

NIFS ID #: CLDA17000011

NIFS Entry Date: 6/7/17

Term: 7/1/17 - 6/30/18

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

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

Agency Information

Vendor	
Name Hispanic Counseling Center, Inc.	Vendor ID# 11-2592214
Address 344 Fulton Avenue Hempstead, NY 11501	Contact Person Gladys Serrano, LCSW Chief Executive Officer
	Phone 516-538-2613

County Department
Department Contact Robert McManus
Address Nassau County District Attorney's Office 262 Old Country Rd. Mineola, NY 11501
Phone 516-571-3354

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept.) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	6/7/17 6/7/17	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	6/7/17	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/12/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	6/13/17	<i>[Signature]</i>	
6/13/17	County Attorney	CA Approval as to form <input type="checkbox"/>	6/14/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
6/16/17	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	6/16/17	<i>[Signature]</i>	

Contract ID#: CQDA16000011
CLDA17000011



Department: District Attorney

Contract Summary

Description: One (1) year agreement to fund Batterer's Intervention Program.
Purpose: To provide funding for the "Batterer's Intervention Program" to address the problem of domestic violence by changing the behavior of perpetrators and protecting victims and families.
Method of Procurement: Sole source.
Procurement History: See attached memo.
Description of General Provisions: One (1) year agreement from 7/1/17-6/30/18 in the amount of \$85,000.00 to support the Contractors "Batterer's Intervention Program" to address the problem of domestic violence by changing the behavior of perpetrators and protecting victims and families.
Impact on Funding / Price Analysis: 100% financed by State Forfeiture Funds.
Change in Contract from Prior Procurement: No change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA
Resp.:	891B
Object:	DE
Transaction:	CQDA

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$85,000.00
Capital	\$
Other	\$
TOTAL	\$85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891B0TH/DE500	\$85,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$85,000.00

Document Prepared By: D. Despot

Date: 6/7/17

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: <u>[Signature]</u>
Name:	Name:	Date: <u>6/16/17</u>
Date:	Date:	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: Hispanic Counseling Center, Inc. CQDA16000011/CLDA17000011

2. Dollar amount requiring NIFA approval: \$ 85,000.00

Amount to be encumbered: \$ 85,000.00

This is a New Contract Advisement X 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: 7/1/17 - 6/30/18

Has work or services on this contract commenced? Yes X No

If yes, please explain: _____

4. Funding Source:

_____ General Fund (GEN)	___ Grant Fund (GRT)	
_____ Capital Improvement Fund (CAP)		Federal % _____
_____ Other		State % <u>100%</u>
		County % _____

Is the cash available for the full amount of the contract? X Yes No
If not, will it require a future borrowing? Yes No

Has the County Legislature approved the borrowing? _____ Yes _____ No

Has NIFA approved the borrowing for this contract? _____ Yes _____ No

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

This agreement provides funding so that the Contractor conducts a program called the "Batterer's Intervention Program," to address the problem of domestic violence by changing the behavior of perpetrators and protecting victims and families.

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

Nassau County Attorney as to form	<u>X</u>	Yes	—	No	—	N/A
Nassau County Committee and/or Legislature	<u>X</u>	Yes	—	No	—	N/A

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

Approved by Rules Committee 2/13/17.
Item # E3-17

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

CQDA16000011
\$85,000.00
7/1/16 - 6/30/17

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.

Roseann Della 6/12/17
Signature Title Date

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: _____

Payment is not guaranteed for any work commenced prior to this approval.

Signature Title Date

Print Name

NOTE: All contract submissions MUST include the County's own routing slip, relevant Nassau County Legislature communication documents and relevant supplemental information as specified in the NIFA Contract Guidelines that pertain to the items 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 NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE AND HISPANIC COUNSELING CENTER, INC.

WHEREAS, the County has negotiated an amendment to a personal
services agreement with Hispanic Counseling Center, Inc. to extend the term
to provide a program respecting domestic violence, 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 authorizes the County Executive to execute the said amended
agreement with Hispanic Counseling Center, Inc.

CQDA16000011
CLDA17000011

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: Hispanic Counseling Center, Inc.

CONTRACTOR ADDRESS: 344 Fulton Avenue, Hempstead, NY 11550

FEDERAL TAX ID #: 11-2592214

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.

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

6/7/17

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.



MADELINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Office of the Comptroller
Office of Management and Budget

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 06/07/17

Re: Sole Source Justification – Hispanic Counseling Center, Inc.

This agreement with the Hispanic Counseling Center, Inc., is to provide funding for the contractor's Batterer's Intervention Program, an educational and counseling program designed to change the behavior of perpetrators of domestic violence and protect victims and families.

The Hispanic Counseling Center, Inc., has been selected as a recipient of discretionary funding on the part of the District Attorney's Office because it is the only agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. The contractor operates a variety of programs and services which include mental health outpatient, chemical dependency, child, youth and family support, housing services for the mentally ill, Medicaid service coordination for the developmentally disabled, teen counseling, and a mental health program for individuals with HIV/AIDS. The Hispanic Counseling Center is Long Island's premier agency providing comprehensive professional services to the fast growing and vastly underserved Hispanic communities in our region, presently serving over 1,300 clients per month.



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?

none

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.

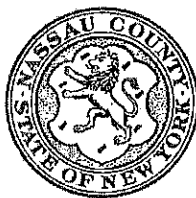
Dated: *May 23, 2017*

Vendor: *Hispanic Counseling Center, Inc.*

Signed: *Gladys Serrano*

Print Name: *Gladys Serrano, LCSW*

Title: *Chief Executive Officer*



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.

None

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

None

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

None

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.**

None

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

None

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?

None

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: May 23, 2017

Signed: _____

Print Name: _____

Title: _____

Gladys Serrano
Gladys Serrano, LCSW
Chief Executive Officer

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 but 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.

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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name David H. Stonehill, Esq.
Date of birth 01 / 09 / 1954
Home address 43 Central Blvd
City/state/zip Merrick, NY 11566
Business address 43 Central Blvd
City/state/zip Merrick, NY 11566
Telephone 516-378-7627
Other present address(es) None
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 06 / 17 / 09
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x;
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? YES ____ NO x
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?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, David H. Stonehill, 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 25th day of May 2017

Nidia A. Reyes
Notary Public

NIDIA A. REYES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6114422
Qualified in Nassau County
Commission Expires November 29, 2020

Hispanic Counseling Center, Inc.
Name of submitting business

David H. Stonehill, Esq.
Print name

David H. Stonehill
Signature

Board Secretary
Title

05 / 25 / 2017
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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Graciela E. Alford
Date of birth 11 / 30 / 47
Home address 1526 Bellmore Road
City/state/zip North Bellmore, NY 11710
Business address _____
City/state/zip _____
Telephone _____
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 06 / 15 / 11
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?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X;
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? YES ____ NO X
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?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Graciela E. Alford, 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 26 day of May 2017

Nidia A. Reyes
Notary Public
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6114422
Qualified in Nassau County
Commission Expires November 29, 2020

HISPANIC COUNSELLING CENTER
Name of submitting business

GRACIELA E. ALFORD
Print name

Graciela E. Alford
Signature

TREASURER
Title

5, 26, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Cheryl D.M. Vanek
Date of birth 11 / 03 / 1974
Home address 964 Cedarhurst Street
City/state/zip North Woodmere, NY 11582
Business address _____
City/state/zip _____
Telephone _____
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 11 / 01 / 09 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?
YES _____ NO x 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? YES _____ NO x 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? YES _____ NO x 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? YES ____ NO x
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?
YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such instance.
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 - 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? YES ____ NO x 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.)
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 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such conviction.
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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? YES ____ NO x If Yes, provide details for each such investigation.
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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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

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I, Cheryl D.M. Vanek, 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 26 day of May 2017

Nidia A. Reyes
Notary Public **NIDIA A. REYES**
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01916114422
Qualified in Nassau County
Commission Expires November 29, 2020

Hispanic Counseling Center, Inc.
Name of submitting business

Cheryl D.M. Vanek
Print name

Cheryl D.M. Vanek
Signature

Board President
Title

5, 26, 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Gladys Serrano, LCSW
Date of birth 07 / 01 / 46
Home address 2734 Sheila Court
City/state/zip East Meadow, NY 11554
Business address _____
City/state/zip _____
Telephone _____
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 05 / 11 / 15 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X;
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? YES ____ NO x
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.
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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?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such investigation.
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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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Gladys Serrano, 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 26th day of July 2017

Nidia A. Reyes
Notary Public

NIDIA A. REYES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6114422
Qualified in Nassau County
Commission Expires November 29, 2020

Hispanic Counseling Center, Inc.
Name of submitting business

Gladys Serrano, LCSW
Print name

Gladys Serrano
Signature

Chief Executive Officer
Title

5 / 26 / 17
Date

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: May 23, 2017

1) Proposer's Legal Name: Hispanic Counseling Center, Inc.

2) Address of Place of Business: 344 Fulton Avenue, Hempstead, NY 11550

List all other business addresses used within last five years:

3) Mailing Address (if different): Same

Phone : (516)-538-2613

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 125406777

5) Federal I.D. Number: 11-2592214

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation X ☐ Other (Describe) Not-for-Profit

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

8) Does this business control one or more other businesses? Yes No x 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 X 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 X 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 X 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 X 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 X 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 X If Yes, provide details for each such charge. _____
- b) Any misdemeanor charge pending? Yes ___ No X 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 X

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 x 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 x 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 x; 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 x 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 exist

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.
If a conflict arises, we will notify the County and instructions are provided.

- 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;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

*See
Attached*

- B. Indicate number of years in business.
- 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 Nassau County Youth Services

Contact Person Margaret Martinez-Malito

Address 60 Charles Lindbergh Blvd, Suite 220

City/State Uniondale, NY 11553

Telephone (516)-227-7115

Fax # (516)-227-7107

E-Mail Address Maggie.malito@hhsnassaucountyny.us

Company United Way of Long Island

Contact Person Victoria White

Address 819 Grand Blvd

City/State Deer Park, NY 11729

Telephone 631-940-3723

Fax # _____

E-Mail Address vwhite@unitedwayli.org

Company NYS Office of Mental Health

Contact Person Kimberly Page

Address 44 Holland Avenue, 4th Fl.

City/State Albany, NY 12229

Telephone (518)-474-3048

Fax # _____

E-Mail Address Kimberly.page@omh.ny.gov

Company NYS Office of Alcoholism and Substance Abuse

Contact Person Oscar Rivera

Pilgrim Psychiatric Center, Campus
Address 998 Crooked Hill Road. Bldg #1

City/State Brentwood, NY 11717

Telephone (631)-424-7263

Fax # _____

E-Mail Address Oscar.Rivera@OASAS.NY.GOV

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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, Gladys Serrano, 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 23 day of May 2017

Loida R. DeLossantos
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Name of submitting business: Hispanic Counseling Center, Inc.

By: Gladys Serrano, LCSW
Print name

Gladys Serrano
Signature

Chief Executive Officer
Title

May, 23, 2017
Date

I – Date of Formation:	October 22, 1981
II- All persons having a Financial Interest in the Company:	none
III- Board of Director Address:	See attached
IV-State of incorporation:	NY
V- Numbers of Employees in the firm:	60
VI- Annual revenue of firm:	5,677,130
VII-Summary of relevant accomplishment:	see attached
VIII- Copies of all state and local licenses and permits:	see attached

HISPANIC COUNSELING CENTER BOARD OF DIRECTORS LIST

PRESIDENT

✓ Cheryl D. M. Vanek
1037 Oak Court
Franklin Square, NY 11010
C: 516-528-3728
Vonv3@yahoo.com

TREASURER

✓ Elizabeth Alford
1526 Bellmore Road
North Bellmore, NY 11710
H: (516) 679-9361
Gracelizabeth47@yahoo.com

Retired
W: (516) 578-2159

SECRETARY

✓ David H. Stonehill, Esq.
Home: 516.378.7627
Cell: 516.909.1270
ECKHILL@aol.com

Attorney
43 Central Blvd
Merrick, NY 11566

BOARD MEMBERS:

Michael R. Breitman
michaelbreitman@actioncoach.com
516-301-0068 Cell

Action Coach
ActionCOACH of Metro New York
55 Mineola Boulevard, Suite 712
Mineola, NY 11501

Henry Holley
20 Sterling Place
Hempstead, NY 11550
H: (516) 489-8235
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President/CEO
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20 Sterling Place
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W: (516) 485-4344
Cell: (516) 523-4913

Geevarghese Mathai
C: 516-816-4915
Gmfinance31@aol.com

Real Estate Broker
Shelterrock Realty Inc.
304 Ivy Hill Court,
Muttontown, NY 11753

<p>Nanette Malebranche Office: 212-290-6619 Mobile: 516-805-9787 Fax: 212-630-0218 njmalebranche@fedex.com</p>	<p>Managing Director USGO/Big Apple District FedEx Express 560 West 42nd Street, 3rd Floor... New York, NY 10036</p>
<p>Ms. Janet S. Stern, Esq. Attorney at Law W: 516-280-6900 janet@sternderossi.com</p>	<p>Stern & DeRossi, LLP 1565 Franklin Avenue, Suite 301 Mineola, NY 11501 W. 516-280-6900 ext. 12 Fax: 516-307-1693</p>
<p>Sonia Berrios Villanueva, MPA svillanu@numc.edu</p>	<p>NuHealth – Nassau University Medical Center Administrator – Obstetrics and Gynecology. 1221 Hempstead Turnpike East Meadow, NY 11554 Tel: 516-296-7356 Cell: 516-343-4028</p>
<p>Ingrid Izaguirre Izall@aol.com 718-736-5197</p>	<p>149 Guenther Avenue Valley Stream, NY 11580</p>
<p>Jean-Lou Hogu jlhogu@hotmail.com 347-204-8067</p>	<p>260-46 Langston Avenue Glen Oaks, NY 11004</p>

08/17/2016

HISPANIC COUNSELING CENTER, INC.		
CORPORATE COMPLIANCE PROGRAM POLICY AND PROCEDURE		
SUBJECT: CONFLICT OF INTEREST	NUMBER: XIV	
EFFECTIVE DATE: November 1, 2008	SUPERSEDES: None	PAGE 1 of 5

PURPOSE:

To assist The Hispanic Counseling Center (HCC) decision-makers in identifying potential *conflicts of interest*, and insuring that the integrity of agency decisions is not compromised by potential conflicts.

A) POLICY:

This *Conflict of Interest* policy is designed to help board members, officers and *Authorized Employees* of HCC to identify situations that present potential *conflicts of interest*, and to provide HCC with a procedure that, if observed, will allow a *Transaction* to be treated as valid and binding in the appropriate circumstances, even though a board member, officer, or *Authorized Employee* has or may have a *Conflict of Interest* with respect to the *Transaction*. In the event there is an inconsistency between requirements and procedures prescribed herein and those of any governmental entity having such jurisdiction, the law shall control.

B) PROCEDURE:

1) Definition of terms.

- a) A *Responsible Person* is any person serving as an officer, *Authorized Employee* or member of the board of directors of HCC.
- b) An *Authorized Employee* is an employee with the authority to make binding purchasing decisions or check signing authority.
- c) A *Family Member* is a spouse, domestic partner, parent, child, or brother or sister of a *Responsible Person*.
- d) A *Material Financial Interest* is any stock, bond or other debt obligation, option or right to purchase stock, share in profits, investment, partnership interest or other proprietary interest of any nature in a business entity except that ownership of securities in a corporation shall not be deemed to constitute a *Material financial interest* if such securities are traded on a national securities exchange or reported regularly in the over-the-counter quotations in the financial press and the market value of securities so owned does not exceed fifty (50%) percent of the individual's gross annual income. A *Material Financial Interest* also includes an employment or Contractual relationship with such business entity.

SUBJECT: CONFLICT OF INTEREST	NUMBER: XIV
EFFECTIVE DATE:	SUPERSEDES: None PAGE 2 of 5

- e) A *Contract* or *Transaction* is any agreement or relationship involving the sale or purchase of goods, services, or rights of any kind, the providing or receipt of a loan or grant, or the establishment of any other type of pecuniary relationship. The making of a gift to HCC or any related organization is not a *Contract* or *Transaction*.

2) Conflicts of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create *Conflicts of Interest*:

a) Outside Interests.

- i) A *Contract* or *Transaction* between HCC and a *Responsible Person* or his or her *Family Member*.
- ii) A *Contract* or *Transaction* between HCC and an entity in which a *Responsible Person* or *Family Member* has a *Material Financial Interest* or an entity of which such person is a board member, officer, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative.

b) Outside Activities.

- i) A *Responsible Person* competing with HCC in the rendering of services or in any other *Contract* or *Transaction* with a third party.
- ii) A *Responsible Person's* having a *Material Financial Interest* in; or serving as a board member, officer, *Authorized Employee*, agent, partner, associate, trustee, personal representative, receiver, guardian, custodian, conservator, or other legal representative of an entity or individual that competes with HCC in the provision of services or in any other *Contract* or *Transaction* with a third party.

c) Gifts, Gratuities and Entertainment. A *Responsible Person* accepting gifts, entertainment, or other favors from any individual or entity that:

- i) Does or is seeking to do business with, or is a known competitor of HCC; or
- ii) Has received, is receiving, or is seeking to receive a loan or grant, or to secure other financial commitments from HCC,

under circumstances where a reasonable person would infer that such action was intended to influence or possibly would influence the *Responsible Person* in the performance of his or her duties. This does not preclude the acceptance of items of nominal or insignificant value or entertainment of nominal or insignificant value, which means not greater than \$500 per calendar year.

SUBJECT: CONFLICT OF INTEREST	NUMBER: XIV
EFFECTIVE DATE:	SUPERSEDES: None PAGE 3 of 5

In the event, however, that the total of any item or items is \$250 per year per donor, such gifts must be specifically disclosed including the name, address, phone number and relationship of the donor. In the case of a Board Member or Agency CEO as gift recipient, such disclosure shall be made to the Board of Directors of the Agency, or if the Agency has a Finance Committee, to the members of the Finance Committee. In the case of *Responsible Person's* who are neither the CEO nor members of the Board of Directors, such disclosure shall be made to the CEO or his designee.

3) Procedures for Disclosure

DUTY TO DISCLOSE

Board Members and Agency CEO:

- a) Before any board member or the agency CEO participates in a *Contract* or such *Transaction* involving a potential *Conflict of Interest*, such member having an *interest* is required to disclose all facts material to the *Conflict of Interest* to the Board of Directors, or if the agency has a Finance Committee, to the members of the Finance Committee. Such disclosure shall be reflected in the minutes of the meeting.
- b) In connection with any actual or potential *Conflict of Interest*, other than one involving a specific *Contract* or *Transaction*, a *Responsible Person* who is a board member or has a *Family Member* in conflict shall disclose the existence of the *Material Financial Interest* in a *Transaction* and be given the opportunity to disclose all material facts to the board members of the agency, or if the agency has a Finance Committee, to the members of the Finance Committee.
- c) A person who has a *Conflict of Interest* shall not participate in or be permitted to hear the board's or committee's discussion of the matter, except to disclose material facts and to respond to questions. Such person shall not attempt to exert his or her personal influence with respect to the matter, either at or outside the meeting.
- d) A board member who has a *Conflict of Interest* with respect to a *Contract* or *Transaction* that will be voted on at a meeting shall not be counted in determining the presence of a quorum for purposes of the vote. The person having a *Conflict of Interest* shall not be present in the meeting room when the vote is taken and may not vote on the *Contract* or *Transaction*. Such person's ineligibility to vote shall be reflected in the minutes of the meeting.
- e) In the event there is an appearance that a *Conflict of Interest* of a board member or CEO may exist, the individual with the potential conflict shall disclose the circumstances to the Chair of the board or the Chair's designee, who shall determine whether there exists a *Conflict of Interest* that is subject to this policy.

APPROVALS:

Chief Compliance Officer

Reviewed/Revised Date

Chief Executive Officer

Reviewed/Revised Date

XIV-B
Hispanic Counseling Center
Disclosure Statement
For year ending

This form may be completed and submitted by mail or electronically by:

- Responding to each question
- Entering the required information at the end of the form
- Sending, e-mailing or faxing to the Chief Compliance Officer of the agency.
- ~~This conflict Disclosure statement should be completed annually and if, during the~~
year, a potential conflict arises.

For Board Members and Authorized employees:

This questionnaire is for completion by all Board members, officers and authorized employees with signing authority, and forwarded to the Chief Compliance Officer.

Due to the size and scope of the Organization, it is not unusual for people to make some affirmative responses to the questions included herein. If a question is answered "YES", it does not mean that a conflict of interest necessarily exists.

The following definitions have been provided to assist you in making responses to this statement. They are for purposes of the statement only and are not necessarily determinative of the question of whether a conflict of interest exists.

Definition of Terms:

Conflicts of Interest Defined. For purposes of this policy, the following circumstances shall be deemed to create *Conflicts of Interest*:

Family Member:

A *Family Member* is a spouse, domestic partner, parent, child, or brother or sister of a *Responsible Person*.

Financial Interest:

As used in this statement, *Financial Interest* includes (except as stated below) any stock, bond or other debt obligation, option or right to purchase stock, share in profits, investment, partnership interest or other proprietary interest of any nature. Ownership of securities in a corporation shall not be deemed to constitute *financial interest* therein within the meaning of this questionnaire, if: (a) the securities are traded on a national securities exchange, or regularly reported in over-the-counter quotations in the financial press; (b) the market value of the securities, so owned, does not exceed 50% of your gross annual revenue.

Financial Interest also includes employment and contractual relationships.

Example: An authorized employee who owns 100 shares of stock in Dell Computers. The individual would not have a conflict of interest in participating in decisions, involving the selection of Dell PCs, because the stock is traded on a national securities exchange.

The individual would have a potential conflict of interest, if they or an immediate *family member* were employed by Dell and/or had contractual relationships with the Organization for provisions of goods or services to the Organization (e.g., lease or purchase of PCs). ~~In such cases, the individual should complete the form and send~~ it to the Chief Compliance Officer. In order to avoid the potential for a conflict of interest, the individual would likely be advised to recuse themselves from (decline to participate in) any decision-making that involves Dell computers.

Participated:

In answering the questions, you should consider that you have Participated in a transaction on behalf of the Organization, if you have acted directly or have recommended, directed, authorized or approved the action of another who has acted for the Organization in the transaction, or if you have been involved in the selection or specification of the property purchased, sold or leased or the services procured, even though you may not have been involved in the actual negotiation or transaction.

Example: An authorized employee or volunteer would be considered to have potential conflict of interest, if they participated in the process of selecting and/or approving the selection of personal computers and a *family member's* job responsibilities involve the sale of personal computers to the Organization.

Again, in such cases, the individual should reveal the potential conflict in their response to the questions on this form. In such cases, the authorized employee would be asked to recuse themselves from involvement in such decision making.

Loan:

As used in this statement, Loan means a loan of money, property, or services other than a bank loan at prevailing interest rates.

Example: In this case, a potential supplier might have loaned a personal computer to an authorized employee. If that individual is involved in the selection of PCs, the situation should be revealed in the COI disclosure statement under Question 4, and he or she should recuse themselves from participation in the decision-making process for the subject equipment.

Transactions:

The Transactions to which this statement relates are (a) purchases, sales and leases, and contracts for the purchase, sale or lease of property of any kind, or (b) the procurement of services such as printing, advertising and catering.

Example: If authorized employees were to have decision-making responsibility for the purchase or lease of PCs and they or their immediate *family member* had worked for the supplier, during the prior twelve months, they would be considered to have a potential conflict of interest that should be disclosed in the COI disclosure statement. In response to this disclosure, they would be asked to recuse themselves from the decision-making process for the purchase or lease of PCs by the Organization.

SUBJECT: CONFLICT OF INTEREST	NUMBER: XIV
EFFECTIVE DATE:	SUPERSEDES: None PAGE 4 of 5

All Other Responsible Persons:

- f) *Responsible Persons* who are neither the CEO nor a member of the board of directors, who have a *Conflict of Interest* with respect to a *Contract* or *Transaction*
- g) that is not the subject of board or committee action, shall disclose the material facts concerning such conflict to the CEO or designee for approval. Such disclosure shall be made as soon as the *Conflict of Interest* is known to the *Responsible Person*. The *Responsible Person* shall refrain from any action that may affect HCC's participation in such *Contract* or *Transaction* unless and until such participation is approved.
- h) In the event that there is an appearance that a *Conflict of Interest* of any *Responsible Person* or *Family Member* exists, and such person is not a board member such potential shall be disclosed to the CEO or designee who shall determine whether there exists a *Conflict of Interest* that is subject to this policy.
- i) Such disclosure shall be made as soon as the *Conflict of Interest* is known to the *Responsible Person*. The *Responsible Person* shall refrain from any action that may affect HCC's participation in such *Contract* or *Transaction* unless and until such participation is approved.

All Responsible Persons

4) Confidentiality.

Each *Responsible Person* shall exercise due care not to disclose confidential information acquired in connection with such status, or any information the disclosure of which might be adverse to the interests of HCC. Furthermore, a *Responsible Person* shall not disclose or use the information relating to the business of HCC for the personal profit or advantage of the *Responsible Person* or a *Family Member*.

5) Attestation.

Each *Responsible Person* shall sign a statement which affirms that such person:

- a) Has received a copy of the *conflicts of interest* policy; and
- b) Has read and understands the policy; and
- c) Has agreed to comply with the policy; and
- d) Understands that the Agency is charitable and in order to maintain its federal tax exemption, must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Conflict of Interest Disclosure Statement:
(Provide an explanation of Yes answers in the space provided.)

1. Have you or any *family member* had any material interest, direct or indirect, in any of the following transactions since during the past twelve (12) months preceding the execution of this disclosure, to which the agency was or is to be a party? ☐ Yes ☐ No
- a. Sale, purchase, exchange or leasing of property? ☐ Yes ☐ No
- b. Receiving or furnishing of goods, services or facilities? ☐ Yes ☐ No
- c. Transfer or receipt of income or assets? ☐ Yes ☐ No

2. Do you or any *family member* have a direct or indirect *financial interest* in a business that supplies property, goods or services to the agency or is competitive with the Organization? ☐ Yes ☐ No

If yes, list below:

3. If you answered "Yes" to Question 1 and/or 2 above, in the past 12 months have you participated in a business decision on behalf of the agency with any business, named in the responses to those questions? ☐ Yes ☐ No

If yes, list name and describe decision below:

4. In the past 12 months, have you received any compensation, loan, gift, benefit, below market priced goods or services, or unusual hospitality from any supplier to the agency? ☐ Yes ☐ No

If yes, list below:

5. Do you have any other business or personal relationships, not covered in your answers to Questions 1 through 4 above that could appear to be a conflict of interest?

☐ Yes ☐ No

6. Each *Responsible Person* shall annually sign a statement which affirms such person:

- a) Has received a copy of the *conflicts of interest* policy,
- b) Has read and understands the policy,
- c) Has agreed to comply with the policy, and
- d) Understands the Organization is charitable and in order to maintain federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes

I have entered required responses to the above questions to the best of my knowledge and belief.

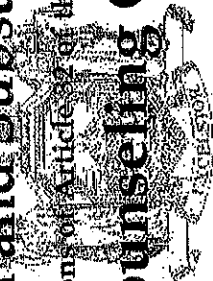
I have read and understand the Agency's Code of Ethics, <i>conflicts of interest</i> policy above.	
Signature	Date
Full Name (Printed)	
Position	

State of New York

Office of Alcoholism and Substance Abuse Services

Pursuant to the provisions of Article 27 of the Mental Hygiene Law

Hispanic Counseling Center, Inc.



is hereby granted this

CHEMICAL DEPENDENCE

OPERATING CERTIFICATE

authorizing the operation of Chemical Dependence Services, in compliance with the requirements of
14 NYCRR Parts 800 and 814 and the laws and regulations of the State of New York

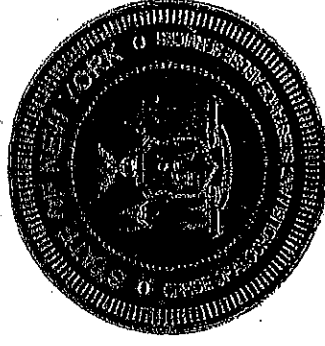
Site

1st & 2nd Floors
340-44 Fulton Avenue
Hempstead, New York 11550-
3923

Program Name(s)

Service(s)

- Part 822-4 Outpatient Services



Charles W. Monson

CHARLES W. MONSON
ASSOCIATE COMMISSIONER

170210806

CERTIFICATE NUMBER

Renewed

EFFECTIVE DATE: March 01, 2015

EXPIRATION DATE: February 28, 2017



New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **January 1, 2016**

to: **Hispanic Counseling Center, Inc.**

to operate a: **Clinic Treatment Program**

to be known as: **Hispanic Counseling Center**

located at: **344 Fulton Avenue
Hempstead, NY 11550**

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Thursday: 9:00 a.m. - 8:00 p.m.**
Friday: 9:00 a.m. - 5:00 p.m.
Saturday: 9:00 a.m. - 1:00 p.m.

Population Served: **Children, Adolescents, and Adults**

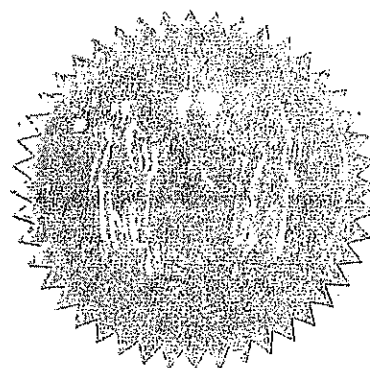
Optional Services: **None**

In witness whereof, I have hereunto set my hand on **January 20, 2016**

Keith J. McCarthy 1864

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **December 31, 2018**
Operating Certificate Number: **7768100A**





**Office of Alcoholism and
Substance Abuse Services**

ANDREW M. CUOMO
Governor

ARLENE GONZÁLEZ-SÁNCHEZ, M.S.,
L.M.S.W.
Commissioner

March 2, 2017

Ms. Gladys Serrano
Chief Executive Officer
Hispanic Counseling Center, Inc.
344 Fulton Avenue
Hempstead, New York 11550

Re: Provider #33160
Operating Certificate #170210806
PRU #50972

Dear Ms. Serrano:

In accord with Section 401(2) of the New York State Administrative Procedure Act, Operating Certificates remain in effect after the expiration date stated on the Operating Certificate, pending definitive action by the Office of Alcoholism and Substance Abuse Services. Therefore, the above referenced Operating Certificate for Hispanic Counseling Center, Inc.'s Part 822 chemical dependence outpatient service located at 344 Fulton Avenue, Hempstead, remains in effect. A new Operating Certificate will be mailed as soon as it is available.

Should you have any questions or if I can be of any further assistance, please do not hesitate to contact me.

Sincerely,

Janet L. Paloski
Director

Bureau of Certification and Systems Management

cc: Charles W. Monson
Gail Keeler
America Ducena (Chemical Dependency Program Coordinator, Hispanic Counseling Center, Inc.)

COUNTY OF NASSAU

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

1. Name of the Entity: Hispanic Counseling Center, Inc.

Address: 344 Fulton Avenue

City, State and Zip Code: Hempstead, NY 11550

2. Entity's Vendor Identification Number: 10000011772 112592214

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

☐ Ltd. Liability Co ☐ Closely Held Corp Not-for-profit 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 Board of Directors List

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.

None

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):

None

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

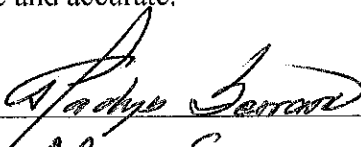
None

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

None

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: May 23, 2017 Signed: 
Print Name: Gladys Serrano, LCSW
Title: Chief Executive Officer

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 but 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.

AMENDMENT 1

This AMENDMENT, dated as of _____, 2017 (together with the exhibit hereto, 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 Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501, and (ii) **Hispanic Counseling Center, Inc.**, having its principal office at 344 Fulton Avenue, Hempstead, New York 11550 (hereinafter referred to as "the Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQDA16000011 between the County and the Contractor, executed on behalf of the County on February 27, 2017, (the "Original Agreement"), the Contractor conducts a program called the "Batterer's Intervention Program," to address the problem of domestic violence by changing the behavior of perpetrators and protecting victims and families. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, (the "Services");

WHEREAS, the term of the Original Agreement was from July 1, 2016, through June 30, 2017 with four (4) one (1) year options to renew, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Eighty Five Thousand and 00/100 Dollars (\$85,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the renewal options by both extending the Original Term and increasing the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2018.

2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Eighty-Five Thousand Dollars (\$85,000.00), 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 Hundred and Seventy Thousand Dollars (\$170,000.00) (the "**Amended Maximum Amount**"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix B-1.

3. **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 term of the Amended Agreement.

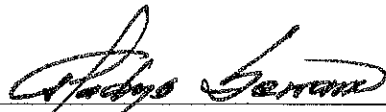
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APPENDIX A-1
BUDGET

<u>PERSONNEL</u>	<u>AMOUNT</u>
Social Worker - annual salary \$50,000	\$50,000.00
 <u>FRINGE BENEFITS</u> (.2155 of Personnel Costs)	 \$10,775.00
 <u>PROGRAM OVERHEAD</u> (.19 of personnel costs)	 \$11,547.00
 <u>RENT</u>	 <u>\$4,951.00</u>
 SUB-TOTAL	 \$77,273.00
 <u>ADMINISTRATIVE FEE (10%)</u>	 \$7,727.00
 TOTAL BUDGET	 \$85,000.00

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

HISPANIC COUNSELING CENTER, INC.

By: 
Name: Gladys Serrano, LCSW
Title: Chief Executive Officer
Date: June 2, 2017

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

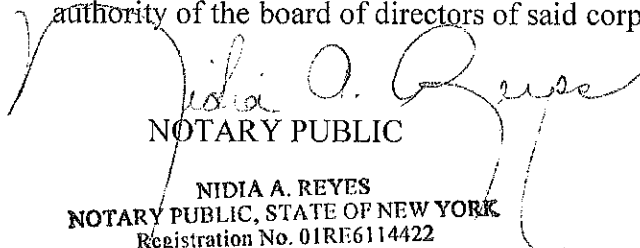
PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 20th day of June in the year 2017 before me personally came Gladys Serrano 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 CEO of Hispanic Counseling Ctr., 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

NIDIA A. REYES
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6114422
Qualified in Nassau County
Commission Expires November 29, 2020

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the _____ day of _____ in the year 2017 before me personally came _____ to me personally known, who, being by me 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

Contract ID#: CQDA16000011

Department: District Attorney

E-3-17

Contract DetailsSERVICE: Domestic Violence InterventionNIFS ID #: CQDA16000011NIFS Entry Date: 12/02/16Term: 07/01/2016 to 06/30/2017

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 <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name	Vendor ID#
Hispanic Counseling Center, Inc.	11-2592214
Address	Contact Person
344 Fulton Ave. Hempstead, NY 11550	Gladys Serrano, LCSW Interim C.E.O.
	Phone (516) 538-2613

County Department
Department Contact
Nassau County District Attorney's Office
ADA Rene Fiechter
Address
262 Old Country Road Mineola NY 11501
Phone
(516) 571-1090

Routing Slip

DATE- Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered	12/2/16 12/5/16	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	12/7/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/27/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/28/16	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/28/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/11/17	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/11/17	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>		<i>[Signature]</i>	
	Comptroller	NIFS Approval <input type="checkbox"/>	2/27/17	<i>[Signature]</i>	
1/19/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	1/19/17	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)



Description: A one year agreement to provide financial assistance to the Hispanic Counseling Center, Inc., to address the problem of domestic violence and abuse through the Batterer's Intervention Program.

Purpose: The purpose of this agreement is to conduct an educational and counseling program designed to change the behavior of abusers, increase accountability and protect victims and families.

Method of Procurement: This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. This contractor was selected because it is the only agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. With Spanish speaking domestic abuse offenders and their victims, language and cultural barriers must be considered in providing counseling and intervention. The Hispanic Counseling Center (the "Contractor") is Long Island's premier agency providing comprehensive professional services to Latino families since 1977, presently serving more than 1,300 clients per month.

Procurement History: N/A

Description of General Provisions: Agreement for a one year period, renewable for four additional years, in the amount of \$85,000.00 to conduct the Batterer's Intervention Program to address the problem of domestic violence and abuse.

Impact on Funding / Price Analysis: None, this agreement will be funded using N.Y. State forfeiture proceeds.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA 89
Resp:	1B
Object:	DE
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$85,000.00
Capital	\$
Other	\$
TOTAL	\$85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$85,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$85,000.00

Document Prepared By: R. McManus

Date: 11/30/16

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: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>11/19/17</i>
Date: <i>11/27/2017</i>	Date: <i>11/27/2017</i>	E #:

E-3-17

RULES RESOLUTION NO. 20-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND THE HISPANIC COUNSELING CENTER, INC.

Passed by the Rules Committee
Nassau County Legislature
On March 2-13-17
7 yeas 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with The Hispanic Counseling Center, Inc. to conduct the Batterer's Intervention Program, 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 agreement with The Hispanic Counseling Center, 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: Hispanic Counseling Center, Inc.

CONTRACTOR ADDRESS: 344 Fulton Ave., Hempstead, NY 11550

FEDERAL TAX ID #: 11-2592214

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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

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. 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.

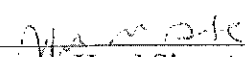
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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 the 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

11/30/16

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.*
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

MADELINE SINGAS
DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Office of the Comptroller
Office of Management and Budget

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 11/30/16

Re: Sole Source Justification – Hispanic Counseling Center, Inc.

This is a six month extension of an agreement with the Hispanic Counseling Center, Inc., is to provide funding for the contractor's Batterer's Intervention Program, an educational and counseling program designed to change the behavior of perpetrators of domestic violence and protect victims and families.

The Hispanic Counseling Center, Inc., has been selected as a recipient of discretionary funding on the part of the District Attorney's Office because it is the only agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. The contractor operates a variety of programs and services which include mental health outpatient, chemical dependency, child, youth and family support, housing services for the mentally ill, Medicaid service coordination for the developmentally disabled, teen counseling, and a mental health program for individuals with HIV/AIDS. The Hispanic Counseling Center is Long Island's premier agency providing comprehensive professional services to the fast growing and vastly underserved Hispanic communities in our region, presently serving over 1,300 clients per month.

JMS:rm

I

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?

None

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: 11/21/16

Vendor: Hispanic Counseling Center
Signed: Gladys Gerrard
Print Name: Gladys Gerrard
Title: CEO



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.

None

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

None

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

None

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.

None

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

None

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?

None

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: 11/21/16

Signed:

Gladys Serrano

Print Name:

GLADYS SERRANO

Title:

CEO

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 but 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.

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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gladys Serrano, LCSW
Date of birth 07 / 01 / 46
Home address 2734 Sheila Court
City/state/zip East Meadow, NY 11554
Business address _____
City/state/zip _____
Telephone _____
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 05 / 11 / 15 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x ;
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? YES ____ NO X
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?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gladys Serrano, 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 21 day of November, 2016

Loida R DeLosa Santos
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

Gladys Serrano, LCSW
Print name

Gladys Serrano
Signature

Chief Executive Officer
Title

11 / 21 / 2016
Date

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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, David H. Stonehill, 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 18th day of November 2016.

Donna J. Riso
Notary Public

DONNA J. RISO
Notary Public State of New York
No. 01R16211248
Qualified in Nassau County
Commission Expires Sept. 14, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

David H. Stonehill, Esq.
Print name

David H. Stonehill
Signature

Secretary
Title

11, 18, 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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Graciela E. Alford
Date of birth 11 / 30 / 47
Home address 1526 Bellmore Road
City/state/zip North Bellmore, NY 11710
Business address _____
City/state/zip _____
Telephone _____
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 06 / 15 / 11
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?
YES NO x 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? YES NO x 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? YES NO x ;
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? YES ____ NO X
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?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such investigation.
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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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such year.

CERTIFICATION

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I, Graciela E. Alford, 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 21 day of November 2016.

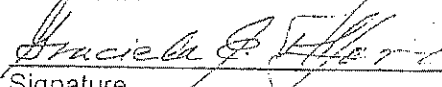


Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

Graciela E. Alford
Print name



Signature

Treasurer
Title

11, 21, 2016
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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Cheryl D. M. Vanek
Date of birth 11 / 03 / 74
Home address 964 Cedarhurst Street
City/state/zip North Woodmere, NY 11581
Business address _____
City/state/zip _____
Telephone _____
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 11 / 01 / 09 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?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO X
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?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such year.

CERTIFICATION

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I, Cheryl D. M. Vanek, 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 21 day of November 2016

Loida R DeLossantos
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

Cheryl D. M. Vanek
Print name

Cheryl D. M. Vanek
Signature

Board President
Title

11 / 21 / 2016
Date

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: November 21, 2016

1) Proposer's Legal Name: Hispanic Counseling Center, Inc.

2) Address of Place of Business: 344 Fulton Avenue, Hempstead, NY 11550

List all other business addresses used within last five years:

3) Mailing Address (if different): Same

Phone : (516) 538-2613

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 125406777

5) Federal I.D. Number: 11-2592214

6) The proposer is a (check one): Sole Proprietorship Partnership
Corporation x Other (Describe) Not for Profit

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

8) Does this business control one or more other businesses? Yes No x 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 x 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 x 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 x; 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 x 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 exist

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.
If a conflict arises, we will notify the County and follow instructions as provided.

Company United Way of Long Island
Contact Person Victoria White
Address 819 Grand Blvd
City/State Deer Park, NY 11729
Telephone 631-940-3723
Fax # _____
E-Mail Address Vwhite@unitedwayli.org

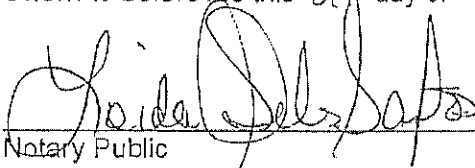
Company NYS Office of Mental Health
Contact Person Kimberly Page
Address 44 Holland Avenue, 4th Fl.
City/State Albany, NY 12229
Telephone (518)-474-3048
Fax # _____
E-Mail Address Kimberly.page@omh.ny.gov

CERTIFICATION

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I, Gladys Serrano, 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 21 day of November 2016



Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Name of submitting business: Hispanic Counseling Center

By: Gladys Serrano

Print name



Signature

CEO

Title

11 / 21 / 16
Date

I - Date of Formation:	October 22, 1981
II- All persons having a Financial Interest in the Company:	none
III- Board of Director Address:	See attached
IV-State of Incorporation:	NY
V- Numbers of Employees in the firm:	60
VI- Annual revenue of firm:	5,231,813
VII-Summary of relevant accomplishment:	see attached
VIII- Copies of all state and local licenses and permits:	see attached

**HISPANIC COUNSELING CENTER
BOARD OF DIRECTORS LIST**

PRESIDENT Cheryl D. M. Vanek 1037 Oak Court Franklin Square, NY 11010 C: 516-528-3728 Vonv3@yahoo.com	
TREASURER Elizabeth Alford 1526 Bellmore Road North Bellmore, NY 11710 H: (516) 679-9361 Gracelizabeth47@yahoo.com	Retired W: (516) 578-2159
SECRETARY David H. Stonehill, Esq. Home: 516.378.7627 Cell: 516.909.1270 ECKHILL@aol.com	Attorney 43 Central Blvd Merrick, NY 11566
BOARD MEMBERS:	
Michael R. Breitman michaelbreitman@actioncoach.com 516-301-0068 Cell	Action Coach ActionCOACH of Metro New York 55 Mineola Boulevard, Suite 712 Mineola, NY 11501
Henry Holley 20 Sterling Place Hempstead, NY 11550 H: (516) 489-8235 hrh@holleygroup.com	President/CEO The Holley Group 20 Sterling Place Hempstead, NY 11550 W: (516) 485-4344 Cell: (516) 523-4913
Geevarghese Mathai C: 516-816-4915 Gmfinance31@aol.com	Real Estate Broker Shelterrock Realty Inc. 304 Ivy Hill Court, Muttontown, NY 11753

<p>Nanette Malebranche Office: 212-290-6619 Mobile: 516-805-9787 Fax: 212-630-0218 njmalebranche@fedex.com</p>	<p>Managing Director USGO/Big Apple District FedEx Express 560 West 42nd Street, 3rd Floor New York, NY 10036</p>
<p>Ms. Janet S. Stern, Esq. Attorney at Law W: 516-280-6900 janet@sternderossi.com</p>	<p>Stern & DeRossi, LLP 1565 Franklin Avenue, Suite 301 Mineola, NY 11501 W. 516-280-6900 ext. 12 Fax: 516-307-1693</p>
<p>Sonia Berrios Villanueva, MPA svillanu@numc.edu</p>	<p>NuHealth – Nassau University Medical Center Administrator – Obstetrics and Gynecology. 1221 Hempstead Turnpike East Meadow, NY 11554 Tel: 516-296-7356 Cell: 516-343-4028</p>
<p>Ingrid Izaguirre IzaII@aol.com 718-736-5197</p>	<p>149 Guenther Avenue Valley Stream, NY 11580</p>
<p>Jean-Lou Hogu jlhogu@hotmail.com 347-204-8067</p>	<p>260-46 Langston Avenue Glen Oaks, NY 11004</p>

08/17/2016



THE HISPANIC COUNSELING CENTER, INC.

The Hispanic Counseling Center (HCC) is a multi-service agency with culturally competent, fully bilingual/bicultural treatment and prevention services for chemical dependency, mental illness, and youth and family services. The agency was established in 1977 by the Nassau County Department of Drug and Alcohol Addiction to provide substance abuse services to a growing Latino population in Nassau County. Services are available to anyone, regardless of race, religion, ethnicity, or economic status; no one in need is turned away due to an inability to pay or for lack of insurance. Programs include Mental Health; Chemical Dependency; Youth and Family Services; Child and Family Respite Support Services; Supported Housing for the Mentally Ill; Medicaid Service Coordination for the Developmentally Disabled; Domestic Violence Prevention; Teen Drop-In Center; and Mental Health Programs for People with HIV/AIDS.

Since its inception, HCC has grown from one program and four staff in a 600 square foot rental office, to ownership of a 27,000 square foot modern facility with more than eight programs serving over 1000 clients monthly, with 56 employees.

HCC has the proud distinction of being the only agency in the region which is licensed by *both* the NY State Office of Alcoholism and Substance Abuse Services (OASAS) and the NY State Office of Mental Health (OMH) to provide bilingual, bicultural behavioral health services. In 1986 HCC was licensed by OASAS to provide substance abuse treatment, prevention, and education services, and alcohol abuse treatment. In 1990, HCC was licensed by OMH to operate the first bilingual/bicultural mental health outpatient treatment clinic in Nassau County.

HCC's current budget is just over \$5million, with nearly half of the budget designated for mandated and contracted services as part of New York State funding to the agency, for the provision of mental health and chemical dependency services. Referrals are made to HCC in a variety of ways: the agency works closely with local hospitals and mental health outpatient clinics which refer patients under their care; with Nassau County agencies including the Department of Social Services, Child Protection Services, Family Court, the District Court, and the Probation Department; other social service agencies; local school districts including Freeport, Hempstead, Mineola, Uniondale, and Westbury; with churches and religious institutions, and with attorneys and medical providers.

HCC is well recognized in the Long Island community and throughout New York State, and continues to serve as a model for other agencies. Agency programs demonstrate a high utilization and completion rate; the agency consistently meets funders' expectations; and the agency has historically been re-licensed for the maximum length of time. In addition to being recognized by regulating agencies and other social service providers, HCC is held in high regard by its target audience, the Hispanic and minority community population. The Hispanic Counseling Center continues to be a beacon of hope for those in need. Like those we serve, HCC continues the journey, with hope and faith in our mission.





New York State
Office of Mental Health

Operating Certificate Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on January 1, 2016

to: **Hispanic Counseling Center, Inc.**

to operate a: **Clinic Treatment Program**

to be known as: **Hispanic Counseling Center**

located at: **344 Fulton Avenue
Hempstead, NY 11550**

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

Hours of Operation: **Monday through Thursday: 9:00 a.m. - 8:00 p.m.
Friday: 9:00 a.m. - 5:00 p.m.
Saturday: 9:00 a.m. - 1:00 p.m.**

Population Served: **Children, Adolescents, and Adults**

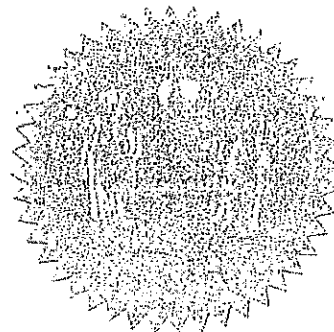
Optional Services: **None**

In witness whereof, I have hereunto set my hand on January 20, 2016

Keith J. McCarthy (844)

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **December 31, 2018**
Operating Certificate Number: **7768100A**



State of New York

Office of Alcoholism and Substance Abuse Services

Pursuant to the provisions of Article 17 of the Mental Hygiene Law

Hispanic Counseling Center, Inc.



is hereby granted this

CHEMICAL DEPENDENCE

OPERATING CERTIFICATE

authorizing the operation of Chemical Dependence Services, in compliance with the requirements of
14 NYCRR Parts 800 and 814 and the laws and regulations of the State of New York

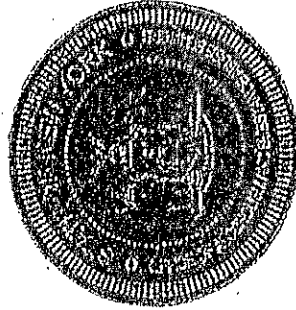
Site

1st & 2nd Floors
340-44 Fulton Avenue
Hempstead, New York 11550-
3923

Program Name(s)

Service(s)

• Part 822.4 Outpatient Services



Charles W. Monson

CHARLES W. MONSON
ASSOCIATE COMMISSIONER

170210806

CERTIFICATE NUMBER

Renewed

EFFECTIVE DATE: March 01, 2015

EXPIRATION DATE: February 28, 2017

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Hispanic Counseling Center, Inc.

Address: 344 Fulton Avenue

City, State and Zip Code: Hempstead, NY 11550

2. Entity's Vendor Identification Number: 10000011772

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

☐ Ltd. Liability Co ☐ Closely Held Corp Not-for-profit 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 Board of Directors List

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.

None

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):

None

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

None

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

None

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: November 21, 2016

Signed: 

Print Name: GLADYS GERECHT

Title: CEO

**HISPANIC COUNSELING CENTER
BOARD OF DIRECTORS LIST**

PRESIDENT Cheryl D. M. Vanek 1037 Oak Court Franklin Square, NY 11010 C: 516-528-3728 Vonv3@yahoo.com		✓
TREASURER Elizabeth Alford 1526 Bellmore Road North Bellmore, NY 11710 H: (516) 679-9361 Gracelizabeth47@yahoo.com	Retired W: (516) 578-2159	✓
SECRETARY David H. Stonehill, Esq. Home: 516.378.7627 Cell: 516.909.1270 ECKHILL@aol.com	Attorney 43 Central Blvd Merrick, NY 11566	✓
BOARD MEMBERS:		
Michael R. Breitman michaelbreitman@actioncoach.com 516-301-0068 Cell	Action Coach ActionCOACH of Metro New York 55 Mineola Boulevard, Suite 712 Mineola, NY 11501	
Henry Holley 20 Sterling Place Hempstead, NY 11550 H: (516) 489-8235 hrh@holleygroup.com	President/CEO The Holley Group 20 Sterling Place Hempstead, NY 11550 W: (516) 485-4344 Cell: (516) 523-4913	
Geevarghese Mathai C: 516-816-4915 Gmfinance31@aol.com	Real Estate Broker Shelterrock Realty Inc. 304 Ivy Hill Court, Muttontown, NY 11753	

<p>Nanette Malebranche Office: 212-290-6619 Mobile: 516-805-9787 Fax: 212-630-0218 njmalebranche@fedex.com</p>	<p>Managing Director USGO/Big Apple District FedEx Express 560 West 42nd Street, 3rd Floor New York, NY 10036</p>
<p>Ms. Janet S. Stern, Esq. Attorney at Law W: 516-280-6900 janet@sternderossi.com</p>	<p>Stern & DeRossi, LLP 1565 Franklin Avenue, Suite 301 Mineola, NY 11501 W. 516-280-6900 ext. 12 Fax: 516-307-1693</p>
<p>Sonia Berrios Villanueva, MPA svillanu@numc.edu</p>	<p>NuHealth - Nassau University Medical Center Administrator - Obstetrics and Gynecology. 1221 Hempstead Turnpike East Meadow, NY 11554 Tel: 516-296-7356 Cell: 516-343-4028</p>
<p>Ingrid Izaguirre IzalI@aol.com 718-736-5197</p>	<p>149 Guenther Avenue Valley Stream, NY 11580</p>
<p>Jean-Lou Hogu jlhogu@hotmail.com 347-204-8067</p>	<p>260-46 Langston Avenue Glen Oaks, NY 11004</p>

08/17/2016

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) The Hispanic Counseling Center, Inc., a New York State not-for-profit corporation, having its principal office at 344 Fulton Avenue, Hempstead, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform 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;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, the Department is authorized to utilize civil forfeiture funds pursuant to N.Y. Civil Practice Law, Article 13A, Section 1349; and

WHEREAS, the Department is authorized to receive and expend grants for these purposes;

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

Section 1. Term. This Agreement shall commence on July 1, 2016, and terminate on June 30, 2017; unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms.

Section 2. Services. The Contractor shall conduct a program to address the problem of domestic violence called the "Batterer's Intervention Program," an educational and counseling program designed to change the behavior of perpetrators of domestic violence, increase accountability and protect victims and families. These services are more fully described in the attached Appendix "A".

Section 3. Payment. (a) Amount of Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all services provided under this Agreement shall not exceed Eighty-Five Thousand Dollars (\$85,000.00) (the "Maximum Amount"), as described in the budget in the attached budget Appendix "B".

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears 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) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than (1) month following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments 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.

(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.

(f) Reallocation Among Line Items: The Contractor may reallocate monies among line items, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item without the prior written consent of the Department, Clause 10 notwithstanding.

Section 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 government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

Section 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and 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.

Section 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, 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. 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, may constitute 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 as Appendix 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. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

Section 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.

Section 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 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 for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, 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 in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

Section 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 claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide 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 claim, (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 which is (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, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement 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 certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage 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.

Section 10. Assignment; Amendment; Waiver; Subcontracting. 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, other disposal or modification 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.

Section 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" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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 the services to be provided under this Agreement.

(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 or other head 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, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

Section 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 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.

Section 13. 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 presented to the Applicable DCE under this Section to each of (i) the Department and the (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.

Section 14. 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.

Section 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court 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.

Section 16. 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 (whose name the Contractor shall obtain from the Department) 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 in each case to such other persons or addresses as shall be designated by written notice.

Section 17. All Legal Provisions Deemed Included; Severability; Supremacy. (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 the 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

Section 18. 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.

Section 19. 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.

Section 20. Executory Clause. Notwithstanding any other provision of this Agreement:

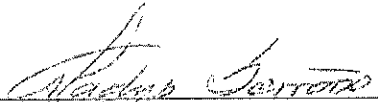
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (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, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.


[Remainder of Page Intentionally Left Blank.]

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

THE HISPANIC COUNSELING CENTER, INC.

By: 
Name: Gladys Serrano, LCSW
Title: Chief Executive Officer
Date: November 21, 2016

NASSAU COUNTY

By: 
Name: Charles Rylands
Title: County Executive
☒ Deputy County Executive
Date: 2/1/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21 day of November in the year 2016 before me personally came Elacys Serrano 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 CEO of the Hispanic Counseling Center, 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.

Loida R DeLossantos

NOTARY PUBLIC

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1st day of March in the year 2017 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he 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.

Francis X. Becker II
NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01965073153
Qualified in Nassau County
Commission Expires February 18, 1999 2-18-17

APPENDIX A (P. 1)

1. Organization Background and Services

The Hispanic Counseling Center (the "Contractor") is Long Island's premier agency providing comprehensive professional services to Latino families since 1977, presently serving more than 1,300 clients per month. The contractor is a multi-service agency that provides treatment, prevention, education and support services for chemical dependency, mental health, domestic violence, and many youth and family services. The contractor operates a variety of programs which include mental health outpatient, chemical dependency, youth and family, child, youth and family support services (Respite), supported housing for the mentally ill, Medicaid service coordination for the developmentally disabled, domestic violence education and prevention, teen counseling, mental health program for people with HIV/AIDS, and the SSBG (Super Storm Sandy Block Grant) program which provides case management services to individuals, families and communities affected by Hurricane Sandy.

2. Communities Served

The Contractor's services are available to anyone in need. However, it primarily serves the fast growing and vastly underserved Hispanic communities of Nassau County. Clients mostly come from the following Long Island communities: Hempstead, Freeport, Westbury, Uniondale, Roosevelt, Elmont. The Contractor is the *only* agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. As such, the Contractor is the designated agency for referrals from Family Courts and the Legal System, Child Protective Services, Foster Care, and other community-based agencies serving domestic violence clients. This creates a continuous demand for services with little government funding to adequately support the program. The domestic violence victims and perpetrators that seek services from the Contractor are low-income and most lack private health insurance. Because of the nature of domestic violence, clients frequently do not have access to adequate employment opportunities and/or have very limited financial resources. As a result, the Contractor must provide treatment at low cost.

3. Project Need

A domestic violence situation commonly reaches crisis before victims seek help or officials intervene. It is crucial that therapeutic intervention is immediate. With Spanish speaking offenders and their victims, language and cultural barriers **MUST** be considered. Hispanic abusers/victims often fear deportation, separation from their children, and have insufficient or no financial resources except those provided by the batterer. They deny abuse, making prosecution and treatment of offenders difficult. In addition reunification of families can be difficult post-treatment. Trust is established through bilingual, bicultural treatment and barriers that prevent the proper prosecution and or treatment of the offender are broken.

The Contractor has identified a growing trend toward more serious assaults and another more recent trend indicating that battered women defend themselves and their children and resort to violence as well, completing or exacerbating the cycle of abuse and violence. This cycle is broken through empowering batterers, victims and their children by education and treatment.

APPENDIX A (P. 2)

While other very worthy and effective programs to address domestic violence and child abuse exist in the area, only the Contractor specifically addresses the special needs of the Hispanic community and provides services addressing the underlying acculturation problems of domestic violence for this particular population. Courts recognizing the growing number of cases involving criminal activity and domestic violence by Spanish speaking people and the criminal justice system's inability to provide culturally sensitive services to this special population have turned to the Contractor for assistance.

4. Purpose of Requested Funding: Batterer's Intervention Program

The Contractor is currently implementing a 26 week program which promotes victim safety as well as abuser accountability. The purpose of the funding will be to expand existing services to a wider group of participants. Due to a previous lack of financial resources, the Contractor was only able to provide services to approximately 15 individuals. Additional funding will benefit this program enormously since the Contractor will be able to hire a full time social worker to implement the Batterers Intervention Program that will also incorporate parenting skills programs to clients referred by the courts, the Department of Probation and Department of Social Services/Child Protective Services division. The goal of the program will be to reduce the number of cases of domestic abuse by trying to increase feelings of self-worth and improve mental health on the part of participants. Parents with improved self-esteem who practice positive behaviors are better able to raise their children in a positive, healthy nurturing manner.

APPENDIX B
BUDGET

<u>PERSONNEL</u>	<u>SALARY</u>	<u>TOTAL</u>	
Social Worker	\$45,000.00	\$45,000.00	
<u>FRINGE BENEFITS</u>	<u>AMOUNT</u>		
(.2849 of Personnel Costs)	\$12,821.00	\$12,821.00	
<u>OTHER EXPENSES</u>	<u>AMOUNT</u>		
Utilities	\$1,423.00		
Office Supplies	\$1,632.00		
Liability Insurance	\$1,430.00		
Data Processing	\$225.00		
Postage	\$185.00		
Telephone	\$513.00		
Office Equipment Rental	\$696.00		
R & M Office	\$1,025.00		
Audit Fees	\$825.00		
Program Education Materials	\$2,000.00		
<u>Contracted Services</u>	<u>\$638.00</u>		
TOTAL OTHER EXPENSES		\$10,592.00	
<u>RENT</u>		\$5,500.00	
SUB-TOTAL			\$73,913.00
<u>ADMINISTRATIVE FEE (15%)</u>			\$11,087.00
TOTAL BUDGET			\$85,000.00

APPENDIX B
BUDGET

<u>PERSONNEL</u>	<u>SALARY</u>	<u>TOTAL</u> <u>AMOUNT</u>
Social Worker	\$45,000.00	\$45,000.00
<u>FRINGE BENEFITS</u> (.2849 of Personnel Costs)	<u>AMOUNT</u> \$12,821.00	\$12,821.00
<u>OTHER EXPENSES</u>	<u>AMOUNT</u>	
Utilities	\$1,423.00	
Office Supplies	\$1,632.00	
Liability Insurance	\$1,430.00	
Data Processing	\$225.00	
Postage	\$185.00	
Telephone	\$513.00	
Office Equipment Rental	\$696.00	
R & M Office	\$1,025.00	
Audit Fees	\$825.00	
Program Education Materials	\$2,000.00	
<u>Contracted Services</u>	<u>\$638.00</u>	
TOTAL OTHER EXPENSES		\$10,592.00
<u>RENT</u>		\$5,500.00
<u>ADMINISTRATIVE FEE (10%)</u>		\$11,087.00
<u>TOTAL BUDGET</u>		<u>\$85,000.00</u>

73,913

X 0.15

11,087

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 arbitrator's 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/timeframe 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.

[Remainder of Page Intentionally Left Blank.]

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:

Gladys Serrano (Name)
344 Fulton Avenue Hempstead NY 11550 (Address)
(516) 538-2613 X-227 (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 X 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 X 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.

November 21, 2016
Dated

[Signature]
Signature of Chief Executive Officer

[Signature]
Name of Chief Executive Officer

Sworn to before me this

21 day of November, 2016.

[Signature]
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 03, 2017

Contract ID#: CQDA16000011

Department: District Attorney

E-3-17

Contract DetailsSERVICE: Domestic Violence InterventionNIFS ID #: CQDA16000011NIFS Entry Date: 12/02/16Term: 07/01/2016 to 06/30/2017

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 <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name	Vendor ID#
Hispanic Counseling Center, Inc.	11-2592214
Address	Contact Person
344 Fulton Ave. Hempstead, NY 11550	Gladys Serrano, LCSW Interim C.E.O.
	Phone (516) 538-2613

County Department
Department Contact
Nassau County District Attorney's Office ADA Rene Fiechter
Address
262 Old Country Road Mineola NY 11501
Phone
(516) 571-1090

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	12/2/16 12/5/16	<i>[Signature]</i> <i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)	12/7/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/27/16	County Attorney	CA RE & Insurance Verification	12/25/16	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	12/28/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/11/17	Legislative Affairs	Fwd Original Contract to CA	1/11/17	<i>[Signature]</i>	
	County Attorney	NIFS Approval		<i>[Signature]</i>	
	Comptroller	NIFS Approval	5/27/17	<i>[Signature]</i>	
1/19/17	County Executive	Notarization Filed with Clerk of the Leg.	1/19/17	<i>[Signature]</i>	

Contract Summary

PR5254 (1/06)

Contract ID#: CODA16000011



Department: District Attorney

Description: A one year agreement to provide financial assistance to the Hispanic Counseling Center, Inc., to address the problem of domestic violence and abuse through the Batterer's Intervention Program.

Purpose: The purpose of this agreement is to conduct an educational and counseling program designed to change the behavior of abusers, increase accountability and protect victims and families.

Method of Procurement: This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. This contractor was selected because it is the only agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. With Spanish speaking domestic abuse offenders and their victims, language and cultural barriers must be considered in providing counseling and intervention. The Hispanic Counseling Center (the "Contractor") is Long Island's premier agency providing comprehensive professional services to Latino families since 1977, presently serving more than 1,300 clients per month.

Procurement History: N/A

Description of General Provisions: Agreement for a one year period, renewable for four additional years, in the amount of \$85,000.00 to conduct the Batterer's Intervention Program to address the problem of domestic violence and abuse.

Impact on Funding / Price Analysis: None, this agreement will be funded using N.Y. State forfeiture proceeds.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA 89
Resp:	1B
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$85,000.00
Capital	\$
Other	\$
TOTAL	\$85,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$85,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$85,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 11/30/16

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: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>11/17/17</i>
Date: <i>11/17/17</i>	Date: <i>12/27/2017</i>	E #:

E-3-17

RULES RESOLUTION NO. 20-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE, AND THE HISPANIC
COUNSELING CENTER, INC.

Passed by the Rules Committee
Nassau County Legislature
By Vote on 2-13-17
Yea 7 Nay 0 Abstained 0 Recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with The Hispanic Counseling Center, Inc. to conduct the Batterer's
Intervention Program, 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 agreement with
The Hispanic Counseling Center, 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: Hispanic Counseling Center, Inc.

CONTRACTOR ADDRESS: 344 Fulton Ave., Hempstead, NY 11550

FEDERAL TAX ID #: 11-2592214

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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

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. 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.

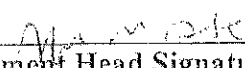
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

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 the 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

11/30/16
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.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

MADELINE SINGAS
DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Office of the Comptroller
Office of Management and Budget

From: Jeffrey M. Stein
Chief Administrative Officer

Date: 11/30/16

Re: Sole Source Justification – Hispanic Counseling Center, Inc.

This is a six month extension of an agreement with the Hispanic Counseling Center, Inc., is to provide funding for the contractor's Batterer's Intervention Program, an educational and counseling program designed to change the behavior of perpetrators of domestic violence and protect victims and families.

The Hispanic Counseling Center, Inc., has been selected as a recipient of discretionary funding on the part of the District Attorney's Office because it is the only agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. The contractor operates a variety of programs and services which include mental health outpatient, chemical dependency, child, youth and family support, housing services for the mentally ill, Medicaid service coordination for the developmentally disabled, teen counseling, and a mental health program for individuals with HIV/AIDS. The Hispanic Counseling Center is Long Island's premier agency providing comprehensive professional services to the fast growing and vastly underserved Hispanic communities in our region, presently serving over 1,300 clients per month.

JMS:rm

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?

None

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: 11/21/16

Vendor: Hispanic Counseling Center

Signed: Gladys Gerrard

Print Name: Gladys Gerrard

Title: CEO



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.

None

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

None

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

None

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.

None

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

None

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?

None

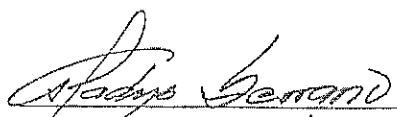
I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

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: 11/21/16

Signed: 
Print Name: GLADYS SERRANO
Title: CEO

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 but 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.

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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Gladys Serrano, LCSW
Date of birth 07 / 01 / 46
Home address 2734 Sheila Court
City/state/zip East Meadow, NY 11554
Business address _____
City/state/zip _____
Telephone _____
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 05 / 11 / 15 Secretary ____/____/____
Chief Financial Officer ____/____/____ Partner ____/____/____
Vice President ____/____/____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x;
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? YES ____ NO X
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?
YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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? YES ____ NO X 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Gladys Serrano, 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 21 day of November 2016

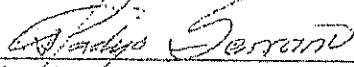


Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

Gladys Serrano, LCSW
Print name



Signature

Chief Executive Officer
Title

11 / 21 / 2016
Date

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ____ NO X 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? YES ____ NO X If Yes, provide details for each such occurrence.
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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? YES ____ NO X If Yes, provide details for each such year.

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I, David H. Stonehill, 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 18th day of November 2016.

Donna J. Riso
Notary Public

DONNA J. RISO
Notary Public State of New York
No. 01R16211246
Qualified in Nassau County
Commission Expires Sept. 14, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

David H. Stonehill, Esq.
Print name

David H. Stonehill
Signature

Secretary
Title

11, 18, 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. Answers 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.

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1. Principal Name Graciela E. Alford
Date of birth 11 / 30 / 47
Home address 1526 Bellmore Road
City/state/zip North Bellmore, NY 11710
Business address _____
City/state/zip _____
Telephone _____
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 06 / 15 / 11
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?
YES NO X 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? YES NO X 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? YES NO X ;
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? YES ____ NO x
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.

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 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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.)
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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? YES ____ NO X If Yes; provide details for each such investigation.
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CERTIFICATION

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I, Graciela E. Alford, 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 21 day of November 2016.

Loida R DeLassantos
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified In Nassau County
Commission Expires June 08, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

Graciela E. Alford
Print name

Graciela E. Alford
Signature

Treasurer
Title

11 / 21 / 2016
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. Answers 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 OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Cheryl D. M. Vanek
Date of birth 11 / 03 / 74
Home address 964 Cedarhurst Street
City/state/zip North Woodmere, NY 11581
Business address _____
City/state/zip _____
Telephone _____
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 11 / 01 / 09 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?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x;
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? YES ____ NO x
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?
YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? YES ____ NO x If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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? YES ____ NO x 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Cheryl D. M. Vanek, 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 21 day of November 2016

Loida R DeLossantos
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified In Nassau County
Commission Expires June 08, 2017

Hispanic Counseling Center, Inc.
Name of submitting business

Cheryl D. M. Vanek
Print name

Cheryl D. M. Vanek
Signature

Board President
Title

11 / 21 / 2016
Date

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: November 21, 2016

1) Proposer's Legal Name: Hispanic Counseling Center, Inc.

2) Address of Place of Business: 344 Fulton Avenue, Hempstead, NY 11550

List all other business addresses used within last five years:

3) Mailing Address (if different): Same

Phone : (516) 538-2613

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 125406777

5) Federal I.D. Number: 11-2592214

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☒ Corporation ☒ Other (Describe) ☐ Not for Profit

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

8) Does this business control one or more other businesses? Yes ___ No X 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 x 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 x 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 x; 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 x 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 exist

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.
If a conflict arises, we will notify the County and (f) (b) (7)
instructions are provided.

Company United Way of Long Island

Contact Person Victoria White

Address 819 Grand Blvd

City/State Deer Park, NY 11729

Telephone 631-940-3723

Fax # _____

E-Mail Address vwhite@unitedwayli.org

Company NYS Office of Mental Health

Contact Person Kimberly Page

Address 44 Holland Avenue, 4th Fl.

City/State Albany, NY 12229

Telephone (518)-474-3048

Fax # _____

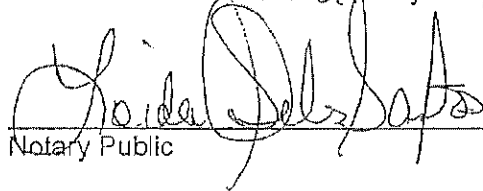
E-Mail Address Kimberly.page@omh.ny.gov

CERTIFICATION

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I, Gladys Serrano, 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 21 day of November 2016



Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 08, 2017

Name of submitting business: Hispanic Counseling Center

By: Gladys Serrano

Print name
Gladys Serrano

Signature

CEO

Title

11 / 21 / 16

Date

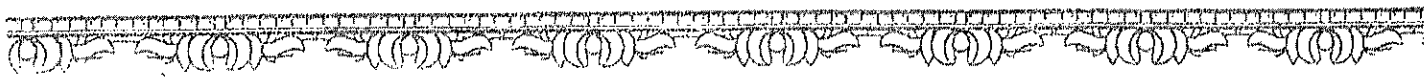
I – Date of Formation:	October 22, 1981
II- All persons having a Financial Interest in the Company:	none
III- Board of Director Address:	See attached
IV-State of incorporation:	NY
V- Numbers of Employees in the firm:	60
VI- Annual revenue of firm:	5,231,813
VII-Summary of relevant accomplishment:	see attached
VIII- Copies of all state and local licenses and permits:	see attached

**HISPANIC COUNSELING CENTER
BOARD OF DIRECTORS LIST**

PRESIDENT Cheryl D. M. Vanek 1037 Oak Court Franklin Square, NY 11010 C: 516-528-3728 Vonv3@yahoo.com	
TREASURER Elizabeth Alford 1526 Bellmore Road North Bellmore, NY 11710 H: (516) 679-9361 Gracelizabeth47@yahoo.com	Retired W: (516) 578-2159
SECRETARY David H. Stonehill, Esq. Home: 516.378.7627 Cell: 516.909.1270 <u>ECKHILL@aol.com</u>	Attorney 43 Central Blvd Merrick, NY 11566
BOARD MEMBERS:	
Michael R. Breitman michaelbreitman@actioncoach.com 516-301-0068 Cell	Action Coach ActionCOACH of Metro New York 55 Mineola Boulevard, Suite 712 Mineola, NY 11501
Henry Holley 20 Sterling Place Hempstead, NY 11550 H: (516) 489-8235 <u>hrh@holleygroup.com</u>	President/CEO The Holley Group 20 Sterling Place Hempstead, NY 11550 W: (516) 485-4344 Cell: (516) 523-4913
Geevarghese Mathai C: 516-816-4915 <u>Gmfinance31@aol.com</u>	Real Estate Broker Shelterrock Realty Inc. 304 Ivy Hill Court, Muttontown, NY 11753

Nanette Malebranche Office: 212-290-6619 Mobile: 516-805-9787 Fax: 212-630-0218 njmalebranche@fedex.com	Managing Director USGO/Big Apple District FedEx Express 560 West 42 nd Street, 3 rd Floor New York, NY 10036
Ms. Janet S. Stern, Esq. Attorney at Law W: 516-280-6900 janet@sternderossi.com	Stern & DeRossi, LLP 1565 Franklin Avenue, Suite 301 Mineola, NY 11501 W. 516-280-6900 ext. 12 Fax: 516-307-1693
Sonia Berrios Villanueva, MPA svillanu@numc.edu	NuHealth – Nassau University Medical Center Administrator – Obstetrics and Gynecology. 1221 Hempstead Turnpike East Meadow, NY 11554 Tel: 516-296-7356 Cell: 516-343-4028
Ingrid Izaguirre IzaII@aol.com 718-736-5197	149 Guenther Avenue Valley Stream, NY 11580
Jean-Lou Hogu jlhogu@hotmail.com 347-204-8067	260-46 Langston Avenue Glen Oaks, NY 11004

08/17/2016



THE HISPANIC COUNSELING CENTER, INC.

The Hispanic Counseling Center (HCC) is a multi-service agency with culturally competent, fully bilingual/bicultural treatment and prevention services for chemical dependency, mental illness, and youth and family services. The agency was established in 1977 by the Nassau County Department of Drug and Alcohol Addiction to provide substance abuse services to a growing Latino population in Nassau County. Services are available to anyone, regardless of race, religion, ethnicity, or economic status; no one in need is turned away due to an inability to pay or for lack of insurance. Programs include Mental Health; Chemical Dependency; Youth and Family Services; Child and Family Respite Support Services; Supported Housing for the Mentally Ill; Medicaid Service Coordination for the Developmentally Disabled; Domestic Violence Prevention; Teen Drop-In Center; and Mental Health Programs for People with HIV/AIDS.

Since its inception, HCC has grown from one program and four staff in a 600 square foot rental office, to ownership of a 27,000 square foot modern facility with more than eight programs serving over 1000 clients monthly, with 56 employees.

HCC has the proud distinction of being the only agency in the region which is licensed by *both* the NY State Office of Alcoholism and Substance Abuse Services (OASAS) and the NY State Office of Mental Health (OMH) to provide bilingual, bicultural behavioral health services. In 1986 HCC was licensed by OASAS to provide substance abuse treatment, prevention, and education services, and alcohol abuse treatment. In 1990, HCC was licensed by OMH to operate the first bilingual/bicultural mental health outpatient treatment clinic in Nassau County.

HCC's current budget is just over \$5million, with nearly half of the budget designated for mandated and contracted services as part of New York State funding to the agency, for the provision of mental health and chemical dependency services. Referrals are made to HCC in a variety of ways: the agency works closely with local hospitals and mental health outpatient clinics which refer patients under their care; with Nassau County agencies including the Department of Social Services, Child Protection Services, Family Court, the District Court, and the Probation Department; other social service agencies; local school districts including Freeport, Hempstead, Mineola, Uniondale, and Westbury; with churches and religious institutions, and with attorneys and medical providers.

HCC is well recognized in the Long Island community and throughout New York State, and continues to serve as a model for other agencies. Agency programs demonstrate a high utilization and completion rate; the agency consistently meets funders' expectations; and the agency has historically been re-licensed for the maximum length of time. In addition to being recognized by regulating agencies and other social service providers, HCC is held in high regard by its target audience, the Hispanic and minority community population. The Hispanic Counseling Center continues to be a beacon of hope for those in need. Like those we serve, HCC continues the journey, with hope and faith in our mission.





New York State
Office of Mental Health

Operating Certificate Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on January 1, 2016

to: **Hispanic Counseling Center, Inc.**

to operate as: **Clinic Treatment Program**

to be known as: **Hispanic Counseling Center**

located at: **344 Fulton Avenue
Hempstead, NY 11550**

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

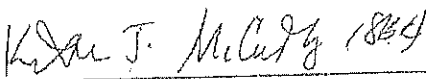
Authorized by this operating certificate:

Hours of Operation: **Monday through Thursday: 9:00 a.m. - 8:00 p.m.
Friday: 9:00 a.m. - 5:00 p.m.
Saturday: 9:00 a.m. - 1:00 p.m.**

Population Served: **Children, Adolescents, and Adults**

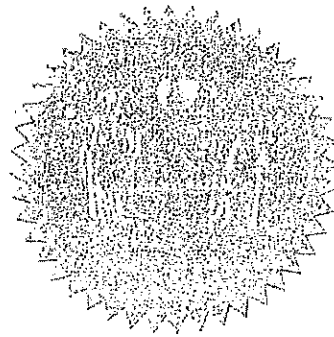
Optional Services: **None**

In witness whereof, I have hereunto set my hand on January 20, 2016



Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: December 31, 2018
Operating Certificate Number: 7768100A



State of New York

Office of Alcoholism and Substance Abuse Services

Pursuant to the provisions of Article 22 of the Mental Hygiene Law

Hispanic Counseling Center, Inc.

is hereby granted this

CHEMICAL DEPENDENCE

OPERATING CERTIFICATE

authorizing the operation of Chemical Dependence Services, in compliance with the requirements of
14 NYCRR Parts 890 and 814 and the laws and regulations of the State of New York

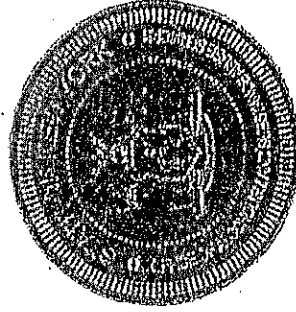
Site

1st & 2nd Floors
340-44 Fulton Avenue
Hempstead, New York 11550-
3923

Program Name(s)

Service(s)

• Part 822-4 Outpatient Services



Charles W. Monson

CHARLES W. MONSON
ASSOCIATE COMMISSIONER

170210806

CERTIFICATE NUMBER

Renewed

EFFECTIVE DATE: March 01, 2015

EXPIRATION DATE: February 28, 2017

COUNTY OF NASSAU
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Hispanic Counseling Center, Inc.

Address: 344 Fulton Avenue

City, State and Zip Code: Hempstead, NY 11550

2. Entity's Vendor Identification Number: 10000011772

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

☐ Ltd. Liability Co ☐ Closely Held Corp Not-for-profit 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 Board of Directors List

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.

None

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):

None

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

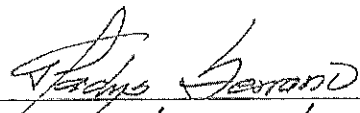
None

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

None

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: November 21, 2016 Signed: 
Print Name: GLADYS BACCARO
Title: CEO

**HISPANIC COUNSELING CENTER
BOARD OF DIRECTORS LIST**

PRESIDENT Cheryl D. M. Vanek 1037 Oak Court Franklin Square, NY 11010 C: 516-528-3728 Vonv3@yahoo.com		✓
TREASURER Elizabeth Alford 1526 Bellmore Road North Bellmore, NY 11710 H: (516) 679-9361 Gracelizabeth47@yahoo.com	Retired W: (516) 578-2159	✓
SECRETARY David H. Stonehill, Esq. Home: 516.378.7627 Cell: 516.909.1270 ECKHILL@aol.com	Attorney 43 Central Blvd Merrick, NY 11566	✓
BOARD MEMBERS:		
Michael R. Breitman michaelbreitman@actioncoach.com 516-301-0068 Cell	Action Coach ActionCOACH of Metro New York 55 Mineola Boulevard, Suite 712 Mineola, NY 11501	
Henry Holley 20 Sterling Place Hempstead, NY 11550 H: (516) 489-8235 hrh@holleygroup.com	President/CEO The Holley Group 20 Sterling Place Hempstead, NY 11550 W: (516) 485-4344 Cell: (516) 523-4913	
Geevarghese Mathai C: 516-816-4915 Gmfinance31@aol.com	Real Estate Broker Shelterrock Realty Inc. 304 Ivy Hill Court, Muttontown, NY 11753	

<p>Nanette Malebranche Office: 212-290-6619 Mobile: 516-805-9787 Fax: 212-630-0218 njmalebranche@fedex.com</p>	<p>Managing Director USGO/Big Apple District FedEx Express 560 West 42nd Street, 3rd Floor New York, NY 10036</p>
<p>Ms. Janet S. Stern, Esq. Attorney at Law W: 516-280-6900 janet@sternderossi.com</p>	<p>Stern & DeRossi, LLP 1565 Franklin Avenue, Suite 301 Mineola, NY 11501 W. 516-280-6900 ext. 12 Fax: 516-307-1693</p>
<p>Sonia Berrios Villanueva, MPA svillanu@numc.edu</p>	<p>NuHealth – Nassau University Medical Center Administrator – Obstetrics and Gynecology. 1221 Hempstead Turnpike East Meadow, NY 11554 Tel: 516-296-7356 Cell: 516-343-4028</p>
<p>Ingrid Izaguirre Izall@aol.com 718-736-5197</p>	<p>149 Guenther Avenue Valley Stream, NY 11580</p>
<p>Jean-Lou Hogu jlhogu@hotmail.com 347-204-8067</p>	<p>260-46 Langston Avenue Glen Oaks, NY 11004</p>

08/17/2016

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.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 20__ (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) The Hispanic Counseling Center, Inc., a New York State not-for-profit corporation, having its principal office at 344 Fulton Avenue, Hempstead, New York 11550 (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor to perform 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;

WHEREAS, the Contractor desires to perform the services described in this Agreement;

WHEREAS, the Department is authorized to utilize civil forfeiture funds pursuant to N.Y. Civil Practice Law, Article 13A, Section 1349; and

WHEREAS, the Department is authorized to receive and expend grants for these purposes;

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

Section 1. Term. This Agreement shall commence on July 1, 2016, and terminate on June 30, 2017; unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms.

Section 2. Services. The Contractor shall conduct a program to address the problem of domestic violence called the "Batterer's Intervention Program," an educational and counseling program designed to change the behavior of perpetrators of domestic violence, increase accountability and protect victims and families. These services are more fully described in the attached Appendix "A".

Section 3. Payment. (a) Amount of Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all services provided under this Agreement shall not exceed Eighty-Five Thousand Dollars (\$85,000.00) (the "Maximum Amount"), as described in the budget in the attached budget Appendix "B".

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears 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) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than (1) month following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments 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.

(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.

(f) Reallocation Among Line Items: The Contractor may reallocate monies among line items, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item without the prior written consent of the Department, Clause 10 notwithstanding.

Section 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 government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

Section 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and 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.

Section 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, 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. 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, may constitute 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 as Appendix 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. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

Section 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.

Section 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 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 for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, 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 in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

Section 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 claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide 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 claim, (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 which is (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, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement 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 certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage 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.

Section 10. Assignment; Amendment; Waiver; Subcontracting. 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, other disposal or modification 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.

Section 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" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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 the services to be provided under this Agreement.

(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 or other head 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, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

Section 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 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.

Section 13. 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 presented to the Applicable DCE under this Section to each of (i) the Department and the (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.

Section 14. 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.

Section 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court 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.

Section 16. 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 (whose name the Contractor shall obtain from the Department) 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 in each case to such other persons or addresses as shall be designated by written notice.

Section 17. All Legal Provisions Deemed Included; Severability; Supremacy. (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 the 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.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

Section 18. 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.

Section 19. 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.

Section 20. Executory Clause. Notwithstanding any other provision of this Agreement:

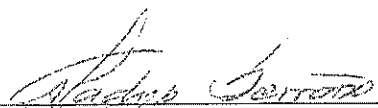
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (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, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.


[Remainder of Page Intentionally Left Blank.]

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

THE HISPANIC COUNSELING CENTER, INC.

By: 
Name: Gladys Serrano LCSW
Title: Chief Executive Officer
Date: November 21, 2016

NASSAU COUNTY

By: 
Name: Charles R. Roberts
Title: County Executive
☒ Deputy County Executive
Date: 2/1/17

PLEASE EXECUTE IN BLUE INK

)ss.:
 COUNTY OF NASSAU)

Aracelis De la Santa
NOTARY PUBLIC

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

of Nassau County
NOTARY PUBLIC

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APPENDIX A (P. 1)

1. Organization Background and Services

The Hispanic Counseling Center (the "Contractor") is Long Island's premier agency providing comprehensive professional services to Latino families since 1977, presently serving more than 1,300 clients per month. The contractor is a multi-service agency that provides treatment, prevention, education and support services for chemical dependency, mental health, domestic violence, and many youth and family services. The contractor operates a variety of programs which include mental health outpatient, chemical dependency, youth and family, child, youth and family support services (Respite), supported housing for the mentally ill, Medicaid service coordination for the developmentally disabled, domestic violence education and prevention, teen counseling, mental health program for people with HIV/AIDS, and the SSBG (Super Storm Sandy Block Grant) program which provides case management services to individuals, families and communities affected by Hurricane Sandy.

2. Communities Served

The Contractor's services are available to anyone in need. However, it primarily serves the fast growing and vastly underserved Hispanic communities of Nassau County. Clients mostly come from the following Long Island communities: Hempstead, Freeport, Westbury, Uniondale, Roosevelt, Elmont. The Contractor is the *only* agency in Nassau County licensed by the State of New York to provide mental health and substance abuse treatment in an entirely bilingual, bicultural setting. As such, the Contractor is the designated agency for referrals from Family Courts and the Legal System, Child Protective Services, Foster Care, and other community-based agencies serving domestic violence clients. This creates a continuous demand for services with little government funding to adequately support the program. The domestic violence victims and perpetrators that seek services from the Contractor are low-income and most lack private health insurance. Because of the nature of domestic violence, clients frequently do not have access to adequate employment opportunities and/or have very limited financial resources. As a result, the Contractor must provide treatment at low cost.

3. Project Need

A domestic violence situation commonly reaches crisis before victims seek help or officials intervene. It is crucial that therapeutic intervention is immediate. With Spanish speaking offenders and their victims, language and cultural barriers **MUST** be considered. Hispanic abusers/victims often fear deportation, separation from their children, and have insufficient or no financial resources except those provided by the batterer. They deny abuse, making prosecution and treatment of offenders difficult. In addition reunification of families can be difficult post-treatment. Trust is established through bilingual, bicultural treatment and barriers that prevent the proper prosecution and or treatment of the offender are broken.

The Contractor has identified a growing trend toward more serious assaults and another more recent trend indicating that battered women defend themselves and their children and resort to violence as well, completing or exacerbating the cycle of abuse and violence. This cycle is broken through empowering batterers, victims and their children by education and treatment.

APPENDIX A (P. 2)

While other very worthy and effective programs to address domestic violence and child abuse exist in the area, only the Contractor specifically addresses the special needs of the Hispanic community and provides services addressing the underlying acculturation problems of domestic violence for this particular population. Courts recognizing the growing number of cases involving criminal activity and domestic violence by Spanish speaking people and the criminal justice system's inability to provide culturally sensitive services to this special population have turned to the Contractor for assistance.

4. Purpose of Requested Funding: Batterer's Intervention Program

The Contractor is currently implementing a 26 week program which promotes victim safety as well as abuser accountability. The purpose of the funding will be to expand existing services to a wider group of participants. Due to a previous lack of financial resources, the Contractor was only able to provide services to approximately 15 individuals. Additional funding will benefit this program enormously since the Contractor will be able to hire a full time social worker to implement the Batterers Intervention Program that will also incorporate parenting skills programs to clients referred by the courts, the Department of Probation and Department of Social Services/Child Protective Services division. The goal of the program will be to reduce the number of cases of domestic abuse by trying to increase feelings of self-worth and improve mental health on the part of participants. Parents with improved self-esteem who practice positive behaviors are better able to raise their children in a positive, healthy nurturing manner.

APPENDIX B
BUDGET

<u>PERSONNEL</u>	<u>SALARY</u>	<u>TOTAL</u>
Social Worker	\$45,000.00	\$45,000.00
 <u>FRINGE BENEFITS</u>	 <u>AMOUNT</u>	
(.2849 of Personnel Costs)	\$12,821.00	\$12,821.00
 <u>OTHER EXPENSES</u>	 <u>AMOUNT</u>	
Utilities	\$1,423.00	
Office Supplies	\$1,632.00	
Liability Insurance	\$1,430.00	
Data Processing	\$225.00	
Postage	\$185.00	
Telephone	\$513.00	
Office Equipment Rental	\$696.00	
R & M Office	\$1,025.00	
Audit Fees	\$825.00	
Program Education Materials	\$2,000.00	
<u>Contracted Services</u>	<u>\$638.00</u>	
TOTAL OTHER EXPENSES		\$10,592.00
 <u>RENT</u>		 \$5,500.00
 SUB-TOTAL		 \$73,913.00
 <u>ADMINISTRATIVE FEE (15%)</u>		 \$11,087.00
 TOTAL BUDGET		 \$85,000.00

APPENDIX B
BUDGET

<u>PERSONNEL</u>	<u>SALARY</u>	<u>TOTAL AMOUNT</u>
Social Worker	\$45,000.00	\$45,000.00
<u>FRINGE BENEFITS</u> (.2849 of Personnel Costs)	<u>AMOUNT</u> \$12,821.00	\$12,821.00
<u>OTHER EXPENSES</u>	<u>AMOUNT</u>	
Utilities	\$1,423.00	
Office Supplies	\$1,632.00	
Liability Insurance	\$1,430.00	
Data Processing	\$225.00	
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<u>Contracted Services</u>	<u>\$638.00</u>	
TOTAL OTHER EXPENSES		\$10,592.00
<u>RENT</u>		\$5,500.00
<u>ADMINISTRATIVE FEE (10%)</u>		\$11,087.00
<u>TOTAL BUDGET</u>		<u>\$85,000.00</u>

73,913

X 0.15

11,087

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 arbitrator's 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/timeframe 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.

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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:

Gladys Serrano (Name)
344 Fulton Avenue Hempstead NY 11550 (Address)
(516) 538-2613 X-227 (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 X 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.

November 21, 2016
Dated

[Signature]
Signature of Chief Executive Officer

[Signature]
Name of Chief Executive Officer

Sworn to before me this

21 day of November, 2016.

[Signature]
Notary Public

LOIDA R DELOSSANTOS
Notary Public, State of New York
No. 01DE6207047
Qualified in Nassau County
Commission Expires June 03, 2017

