

NASSAU COUNTY LEGISLATURE  
MINEOLA, NEW YORK  
SECOND MEETING  
FEBRUARY 22, 2016 1:00 P.M.  
SECOND MEETING OF 2016

1. Legislative Calendar

Documents: [2-22-16.PDF](#)

2. Proposed Ordinances

Documents: [PROPOSED ORD. 12-16.PDF](#), [PROPOSED ORD. 13-16.PDF](#),  
[PROPOSED ORD. 14-16.PDF](#), [PROPOSED ORD. 15-16.PDF](#), [PROPOSED ORD. 1-16.PDF](#)

3. Agenda Rules

Documents: [R-2-22-16.PDF](#), [2-22-16 RULES PUBLIC NOTICE.PDF](#)

4. Meeting Minutes

Documents: [2-22-15 RULES.PDF](#), [2-22-16 FULL.PDF](#)

5. Contracts

Documents: [E-13-16 WEB.PDF](#)

**Public Notice**

PLEASE TAKE NOTICE THAT THE **NASSAU COUNTY LEGISLATURE** WILL HOLD A **FULL SESSION OF THE LEGISLATURE ON MONDAY, FEBRUARY 22, 2016 STARTING AT 1:00 PM AND COMMITTEE MEETINGS ON MONDAY, FEBRUARY 1, 2016 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1<sup>ST</sup> FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

**FULL LEGISLATIVE  
SESSION.....1:00 PM**

COMMITTEE	TIME
Rules	1:00 PM
PUBLIC SAFETY	1:00 PM
PLANNING, DEVELOPMENT & THE ENVIRONMENT	1:00 PM
TOWNS, VILLAGES AND CITIES	1:00 PM
ECONOMIC & COMMUNITY DEVELOPMENT & LABOR	1:00 PM
PUBLIC WORKS AND PARKS	1:00 PM
HEALTH AND SOCIAL SERVICES	1:00 PM

<b>GOVERNMENT SERVICES AND OPERATIONS</b>	<b>1:00 PM</b>
<b>MINORITY AFFAIRS</b>	<b>1:00 PM</b>
<b>VETERANS AND SENIOR AFFAIRS</b>	<b>1:00 PM</b>
<b>FINANCE</b>	<b>1:00 PM</b>

*William J. Muller 111*

**William J. Mullar III**  
Clerk of the Legislature  
Nassau County, New York

**Dated: January 25, 2016**

Mineola, NY

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>.

# LEGISLATIVE CALENDAR

NASSAU COUNTY LEGISLATURE  
SECOND MEETING  
SECOND MEETING OF 2016

MINEOLA, NEW YORK  
FEBRUARY 22, 2016 1:00 P.M.

THE NASSAU COUNTY LEGISLATURE IS COMMITTED TO MAKING ITS PUBLIC MEETING ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. IF, DUE TO A DISABILITY, YOU NEED AN ACCOMMODATION OR ASSISTANCE TO PARTICIPATE IN THE PUBLIC MEETING OR TO OBTAIN A COPY OF THE TRANSCRIPT OF THE PUBLIC HEARING IN AN ALTERNATIVE FORMAT IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT, PLEASE CONTACT THE OFFICE OF THE CLERK OF THE LEGISLATURE AT 571-4252, OR THE NASSAU COUNTY OFFICE FOR THE PHYSICALLY CHALLENGED AT 227-7101 OR TDD TELEPHONE NO. 227-8989. AS PER THE NASSAU COUNTY FIRE MARSHAL'S OFFICE, THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER HAS A MAXIMUM OCCUPANCY OF 251 PEOPLE AND THE OUTER CHAMBER WHICH WILL STREAM THE MEETING LIVE, HAS A MAXIMUM OCCUPANCY OF 72. PASSES WILL BE DISTRIBUTED ON A FIRST COME FIRST SERVED BASIS BEGINNING ONE HALF HOUR BEFORE MEETING TIME.

EVERY LEGISLATIVE MEETING IS STREAMED LIVE ON  
<http://www.nassaucountyny.gov/agencies/Legis/index.html>.

1. **HEARING ON RESOLUTION NO. 26-2016**

A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 53-16(PW)

2. **HEARING ON RESOLUTION NO. 27-2016**

A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 54-16(PW)

3. **RESOLUTION NO. 26-2016**

A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 53-16(PW)

4. **ORDINANCE NO. 12-2016**

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 51-16(PW)

5. **RESOLUTION NO. 27-2016**

A RESOLUTION TO ADOPT THE FOUR-YEAR CAPITAL PLAN FOR THE COUNTY OF NASSAU, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 54-16(PW)

6. **ORDINANCE NO. 13-2016**

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 52-16(PW)

7.

**ORDINANCE NO. 14-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING \$74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 49-16(PW)

8.

**ORDINANCE NO. 15-2016**

A BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 50-16(PW)

9.

**ORDINANCE NO. 1-2016**

BOND ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE PAYMENT OF CERTAIN JUDGMENTS, COMPROMISED OR SETTLED CLAIMS RESULTING FROM COURT ORDERS ON PROCEEDINGS BROUGHT PURSUANT TO ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW AND DETERMINATIONS OF THE NASSAU COUNTY ASSESSMENT REVIEW COMMISSION PURSUANT TO SECTION 523-b OF ARTICLE FIVE OF THE REAL PROPERTY TAX LAW, IN THE COUNTY OF NASSAU, AND AUTHORIZING BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED \$61,200,000, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 39-16(OMB)

10.

**RESOLUTION NO. 28-2016**

A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 48-16(OMB)

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**NOTICE IS HEREBY GIVEN that the County Executive has executed the following personal service agreements, copies of which are on file with the Clerk of the County Legislature. These agreements are subject to approval or review, by the Rules Committee, and are listed for informational purposes.**

County of Nassau acting on behalf of Health and St. Mary's Hospital for Children, Inc.  
RE: Preschool Special Education. \$.04. ID# CQHE150000139.

County of Nassau acting on behalf of Health and Jill Schieber.  
RE: Preschool Special Education. \$.01. ID# CQHE150000138.

County of Nassau acting on behalf of Health and United Cerebral Palsy Assoc. of Nassau.  
RE: Preschool Special Education. \$.01. ID# CQHE150000136.

County of Nassau acting on behalf of Health and A Step Ahead Therapy Services, Inc.  
RE: Preschool Special Education. \$.01. ID# CQHE150000143.

County of Nassau acting on behalf of Health and Hofstra University.  
RE: Preschool Special Education. \$.01. ID# CQHE150000116.

County of Nassau acting on behalf of Health and Dove Rehabilitation Services.  
RE: Preschool Special Education. \$.01. ID# CQHE150000094.

County of Nassau acting on behalf of Health and South Shore Pediatric Physical Therapy.  
RE: Preschool Special Education. \$.01. ID# CQHE15000047.

County of Nassau acting on behalf of Health and ACLD Adults and Children with Learning and Developmental Disabilities, Inc. RE: Preschool Special Education. \$.04. ID# CQHE15000106.

County of Nassau acting on behalf of Health and School for Language & Communication Development. RE: Preschool Special Education. \$.04. ID# CQHE15000079.

County of Nassau acting on behalf of Health and Donna D. Whelan, Inc.  
RE: Preschool Special Education. \$.01. ID# CQHE15000131.

County of Nassau acting on behalf of Health and Mary E. Fenelius.  
RE: Preschool Special Education. \$.01. ID# CQHE15000134.

County of Nassau acting on behalf of Health and Debra Wanderman.

RE: Preschool Special Education. \$.01. ID# CQHE15000103.

County of Nassau acting on behalf of Health and One Care Physical Therapy and Rehabilitation, P.C.. RE: Preschool Special Education. \$.01. ID# CQHE15000124.

County of Nassau acting on behalf of Health and Veehop Nursing Agency, LLC.  
RE: Preschool Special Education. \$.01. ID# CQHE15000115.

County of Nassau acting on behalf of Health and Cooper Kids Therapy Assoc., Inc.  
RE: Preschool Special Education. \$.02. ID# CQHE15000125.

County of Nassau acting on behalf of Health and Lisa Coor PT d/b/a Physical Therapy Options. RE: Preschool Special Education. \$.02. ID# CQHE15000118.

County of Nassau acting on behalf of Health and Mary Kampas Araoujo, MA, CCC, SLP. RE: Preschool Special Education. \$.01. ID# CQHE15000132.

County of Nassau acting on behalf of Health and Robin Galimidi.  
RE: Preschool Special Education. \$.01. ID# CQHE15000123.

County of Nassau acting on behalf of Health and All Island Speech and rehabilitation P.C. dba All Island Speech & Stuttering Therapy.  
RE: Preschool Special Education. \$.01. ID# CQHE15000117.

County of Nassau acting on behalf of Health and Pelikan's Peeps Speech Pathology PC...  
RE: Preschool Special Education. \$.01. ID# CQHE15000113.

County of Nassau acting on behalf of Health and United Way of Long Island, Inc...  
RE: Health & Human HIV/AIDS Grant Administration. \$1,166,036.00.  
ID# CLHE15000005.

County of Nassau acting on behalf of Health and Gustavo Graciano Mendez.  
RE: Food Managers Course in Spanish. \$10,000.00.  
ID# CQHE15000140.

County of Nassau acting on behalf of Health and Planned Parenthood of Nassau County.  
RE: Provision of WIC Site. \$14,300.00. ID# CQHE15000135.

County of Nassau acting on behalf of Parks, Rec. & Museums and Columbus Circle.  
RE: Hotel/Motel Tax Grant Fund. \$1,500.00. ID# CQPK15000086.

County of Nassau acting on behalf of Parks, Rec. & Museums and Andrew Goodman.  
RE: Hotel/Motel Tax Grant Fund. \$15,500.00. ID# CQPK15000077.

County of Nassau acting on behalf of Parks, Rec. & Museums and CBS Radio, Inc.  
RE: Hotel/Motel Tax Grant Fund. \$24,900.00. ID# CQPK15000080.

County of Nassau acting on behalf of Parks, Rec. & Museums and Boots & Saddles Productions. RE: Hotel/Motel Tax Grant Fund. \$7,030.00. ID# CQPK15000083.

County of Nassau acting on behalf of Parks, Rec. & Museums and A Couple of Puppets. RE: Hotel/Motel Tax Grant Fund. \$5,710.00. ID# CQPK15000082.

County of Nassau acting on behalf of Parks, Rec. & Museums and CBS Radio, Inc... RE: Hotel/Motel Tax Grant Fund. \$24,900.00. ID# CQPK15000081.

County of Nassau acting on behalf of Parks, Rec. & Museums and Animal General of East Norwich. RE: Hotel/Motel Tax Grant Fund. \$3,500.00. ID# CQPK15000055.

County of Nassau acting on behalf of Parks, Rec. & Museums and Rainbow Sound, Inc... RE: Hotel/Motel Tax Grant Fund. \$8,000.00. ID# CQPK15000090.

County of Nassau acting on behalf of Parks, Rec. & Museums and Nicholas Troini (BonJourney). RE: Hotel/Motel Tax Grant Fund. \$2,200.00. ID# CQPK15000088.

County of Nassau acting on behalf of Parks, Rec. & Museums and Full House Music Corp. RE: Hotel/Motel Tax Grant Fund. \$2,400.00. ID# CQPK15000087.

County of Nassau acting on behalf of Office of Community Development and Circulo de la Hispanidad. RE: CDBG. \$25,000.00. ID# CQHI15000045.

County of Nassau acting on behalf of Office of Community Development and Interfaith Nutrition Network. RE: CDBG. \$30,000.00. ID# CQHI15000030.

County of Nassau acting on behalf of Office of Community Development and Community Mainstreaming Associates, Inc. RE: CDBG. \$35,000.00. ID# CQHI15000048.

County of Nassau acting on behalf of Office of Community Development and Bellerose Village. RE: CDBG. \$25,000.00. ID# CQHI15000025.

County of Nassau acting on behalf of Office of Community Development and Mental Health Association of Nassau County. RE: CDBG. \$20,000.00. ID# CQHI15000037.

County of Nassau acting on behalf of Office of Community Development and Malverne Village. RE: CDBG. \$20,000.00. ID# CQHI15000035.

County of Nassau acting on behalf of Office of Community Development and Stewart Manor Village. RE: CDBG. \$65,000.00. ID# CQHI15000028.

County of Nassau acting on behalf of Office of Community Development and Autoseum. RE: CDBG. \$35,000.00. ID# CQHI15000051.

County of Nassau acting on behalf of Office of Community Development and Village of Mineola. RE: CDBG. \$.01. ID# CLHI15000018.

County of Nassau acting on behalf of Office of Community Development and Long Island Youth Foundation. RE: CDBG. \$50,000.00. ID# CLHI15000015.

County of Nassau acting on behalf of Office of Community Development and East Rockaway Village. RE: CDBG. \$200,000.00. ID# CQHI15000032.

County of Nassau acting on behalf of Office of Community Development and East Rockaway Village. RE: CDBG. \$.01. ID# CLHI15000012.

County of Nassau acting on behalf of Office of Community Development and Long Beach Reach, Inc.. RE: CDBG. \$20,000.00. ID# CQHI15000039.

County of Nassau acting on behalf of Office of Community Development and Island Harvest. RE: CDBG. \$20,000.00. ID# CQHI15000029.

County of Nassau acting on behalf of Office of Community Development and Semper4Veterans. RE: CDBG. \$45,000.00. ID# CQHI15000043.

County of Nassau acting on behalf of Office of Community Development and Farmingdale Village. RE: CDBG. \$300,000.00. ID# CQHI15000044.

County of Nassau acting on behalf of Office of Community Development and Glen Cove City. RE: CDBG. \$375,000.00. ID# CQHI15000020.

County of Nassau acting on behalf of Office of Community Development and South Floral Park. RE: CDBG. \$30,000.00. ID# CQHI15000031.

County of Nassau acting on behalf of Office of Community Development and COPAY, Inc. RE: CDBG. \$10,000.00. ID# CQHI15000033.

County of Nassau acting on behalf of Office of Community Development and Adelphi University. RE: CDBG. \$10,000.00. ID# CQHI15000041.

County of Nassau acting on behalf of Office of Community Development and Great Neck Plaza Village. RE: CDBG. \$208,255,000.00. ID# CQHI15000049.

County of Nassau acting on behalf of Office of Community Development and Lynbrook Village. RE: CDBG. \$175,000.00. ID# CQHI15000047.

County of Nassau acting on behalf of Office of Community Development and Karen's Hope, Inc... RE: CDBG. \$230,000.00. ID# CQHI15000057.

County of Nassau acting on behalf of Office of Community Development and The National Development Council and the Grow America Fund, Inc. RE: CDBG. \$270,000.00. ID# CLHI15000017.

County of Nassau acting on behalf of Office of Community Development and La Fuerza Unida. RE: CDBG. \$25,000.00. ID# CQHI15000038.

County of Nassau acting on behalf of Social Services and Rosemarie Pierre-Louis. RE: Adult Foster Home. \$.03. ID# CQSS15000092.

County of Nassau acting on behalf of Social Services and Mid Island Y JCC. RE: Day Care Services. \$.01. ID# CQSS15000062.

County of Nassau acting on behalf of Social Services and Abbott House. RE: Foster Care Services. \$.02. ID# CLSS15000060.

County of Nassau acting on behalf of Social Services and The Safe Center LI, Inc... RE: Behavioral Health/ Child Protective Services. \$56,250.00. ID# CQSS15000090.

County of Nassau acting on behalf of Public Works and Greenman-Pedersen, Inc. RE: Traffic Management. \$.01 CQPW13000013.

County of Nassau acting on behalf of Department of Human Services – Office for the Aging and EAC, Inc. RE: Home Delivered Meals. \$786,069.00. ID# CQHS15000148.

County of Nassau acting on behalf of Department of Human Services – Office for the Aging and Family and Children’s Association. RE: HEAP & CSE (SAFE). \$264,000.00. ID# CQHS15000019.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Uniondale UFSD. RE: Youth Drug Abuse-Education. \$59,415.00. ID# CQHS15000156.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Baldwin Union Free School District. RE: Youth Drug Abuse-Education. \$32,052.00. ID# CQHS15000163.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Bellmore UFSD. RE: Youth Drug Abuse-Education. \$45,704.00. ID# CQHS15000166.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Peninsula Counseling Center, Inc.. RE: CSP-Miscellaneous. \$100,000.00. ID# CQHS15000158.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Rockville Ctr. UFSD.

RE: Youth Drug Abuse-Education. \$37,952.00. ID# CQHS15000157.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and East Meadow UFSD.

RE: Youth Drug Abuse-Education. \$104,580.00. ID# CQHS15000159.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Island Trees UF School District.

RE: Youth Drug Abuse-Education. \$32,428.00. ID# CQHS15000167.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and North Bellmore Union Free School Dist..

RE: Youth Drug Abuse-Education. \$234,758.00. ID# CQHS15000165.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Angelo J. Melillo Center for Mental Health, Inc. RE ACT.

\$224,000.00. ID# CLHS15000042.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Central Nassau Guidance and Counseling Services, Inc.

RE: Article 28/Advocacy/Support.

\$224,000.00. ID# CQHS15000154.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and South Shore Association for Independent Living.

RE: Article 28/31 - Advocacy/Support.

\$448,000.00. ID# CQHS15000155.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and North Shore Ctr. School Dist..

RE: Youth Drug Abuse-Education. \$82,633.00. ID# CQHS15000168.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Mental health Association of Nassau County. RE: CSS/Reinv.

\$100,000.00. ID# CLHS15000043.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and North Shore Child & Family Guidance Association, Inc.

RE: Article 28/31 – Reinvest – Adult.

\$125,000.00. ID# CQHS15000161.

County of Nassau acting on behalf of Office of Community Development and Landmark on Main LLC and Landmark on Main Street Housing Development Fund Corp..

RE: HOME. \$.01. ID# CLHI15000021.

County of Nassau acting on behalf of Office of Community Development and North Shore Child & Family Guidance Center. RE: CDBG. \$20,000.00. ID# CQHI15000050.

County of Nassau acting on behalf of Office of Community Development and Roosevelt Rising Stars. RE: CDBG. \$10,000.00. ID# CQHI15000046.

County of Nassau acting on behalf of Office of Community Development and Manorhaven Village. RE: CDBG. \$300,000.00. ID# CQHI15000026.

County of Nassau acting on behalf of Office of Community Development and LI Conservatory of Music. RE: CDBG. \$83,000.00. ID# CQHI15000040.

County of Nassau acting on behalf of Office of Community Development and Hempstead Village. RE: CDBG. \$1,086,000.00. ID# CQHI15000021.

County of Nassau acting on behalf of Office of Community Development and Mineola Village. RE: CDBG. \$225,000.00. ID# CQHI15000023.

County of Nassau acting on behalf of Office of Community Development and Nicolas Center for Autism. RE: CDBG. \$20,000.00. ID# CQHI15000053.

County of Nassau acting on behalf of Office of Community Development and Bayville Village. RE: CDBG. \$155,000.00. ID# CQHI15000036.

County of Nassau acting on behalf of Office of Community Development and Valley Stream Village. RE: CDBG. \$325,000.00. ID# CQHI15000022.

County of Nassau acting on behalf of Office of Community Development and Williston Park Village. RE: CDBG. \$15,000.00. ID# CQHI15000024.

County of Nassau acting on behalf of Public Works and SMG C/O Nassau County Comptroller's Office. RE: Coliseum Emergency Repair Expense Credits. \$2,391,498.65. ID# CQPW14000036.

County of Nassau acting on behalf of Social Services and Children's Village. RE: Foster Care Services. \$.02. ID# CLSS15000036.

County of Nassau acting on behalf of Office of Community Development and Hispanic Brotherhood of RVC. RE: CDBG. \$10,000.00. ID# CQHI15000027.

County of Nassau acting on behalf of Parks, Rec. & Museums and Steve Dassa Entertainment. RE: Hotel/Motel Tax Grant Fund. \$2,000.00. ID# CQPK15000097.

County of Nassau acting on behalf of Health and North Shore Child & Family Guidance Association, Inc. RE: Preschool Special Education. \$.02. ID# CQHE15000122.

County of Nassau acting on behalf of Department of Human Services, Office of Mental Health, CD & DDS and Garden City UFSD. RE: Youth Drug Abuse-Education. \$36,733.00. ID# CQHS15000162.

County of Nassau acting on behalf of Information Technology and Journal Technologies, Inc. formerly New Dawn Technologies. RE: DA Prosecutor Case Management. \$.01. ID# CLIT15000010.

County of Nassau acting on behalf of Essey, LLC d/b/a/ The TemPositions Group of Companies. RE: Temporary Clerical Services. \$49,900.00. ID# CLAT15000004.

**THE NASSAU COUNTY LEGISLATURE**  
**WILL CONVENE NEXT**  
**COMMITTEE MEETINGS**  
**MONDAY MARCH 7, 2016 at 1:00PM**  
**AND**  
**FULL LEGISLATURE MEETING**  
**MONDAY MARCH 21, 2016 at 1:00PM**

**PROPOSED ORDINANCE NO. 12 -2016**

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2015, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature (“County Legislature”) a proposed four-year Capital Plan (“Capital Plan”), the first year of which shall be referred to as the Proposed Capital Budget (“Proposed Capital Budget”); and

WHEREAS, on \_\_\_\_\_ day of \_\_\_\_\_, 2016, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with his capital budget message (“Capital Budget Message”) including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County’s outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, published at least twice, at intervals of one week in the official newspapers, a copy of such Capital Budget Message and duly held a public hearing on such Proposed Capital Budget; and

WHEREAS, the County Legislature has given due consideration and deliberation to each and all of the items which are set forth in such Proposed Capital Budget and to the statements of all persons who were heard at such hearing; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. In accordance with the Proposed Capital Budget filed by the County Executive with the Clerk of the County Legislature the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith, as identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Budget of the County of Nassau for the fiscal year beginning January 1, 2015, and ending December 31, 2015.

§2. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix B attached hereto, if any, and incorporated herein as “Type II”, if any, under the heading “SEQRA” is a “Type II Action” within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a

class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as “Type I” or “Unlisted” under the heading “SEQRA” on Appendix B attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

§ 3. This ordinance, including Appendix A and Appendix B, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 4. This ordinance shall take effect immediately.



**PROPOSED ORDINANCE NO. 13-2016**

AN ORDINANCE TO ADOPT THE CAPITAL BUDGET FOR THE COUNTY OF NASSAU FOR THE FIRST YEAR OF THE FOUR-YEAR CAPITAL PLAN, TO COMMENCE ON JANUARY 1, 2016, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

WHEREAS, section 310 of the County Government Law of Nassau County requires the County Executive to submit to the Nassau County Legislature (“County Legislature”) a proposed four-year Capital Plan (“Capital Plan”), the first year of which shall be referred to as the Proposed Capital Budget (“Proposed Capital Budget”); and

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, the County Executive filed with the Clerk of the County Legislature three (3) copies of such Capital Plan and Proposed Capital Budget, together with his capital budget message (“Capital Budget Message”) including a summary and explaining the main features of the Proposed Capital Budget; and

WHEREAS, such Capital Plan includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, details, descriptions and projections of proposed capital programs, projects and activities, as well as descriptions and projections regarding all of the proposed funding sources for each capital program, project or activity contained in the Capital Plan; and

WHEREAS, such Capital Plan also includes, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, a report on the outstanding indebtedness of the County and of the Nassau County Interim Finance Authority, a report on previously approved capital programs, projects and activities which have not been completed, a report on authorized but unissued serial bonds, and projections of the County’s outstanding indebtedness assuming completion of pending capital programs, projects and activities and assuming authorization and financing of all proposed capital programs, projects and activities included in such Capital Plan; and

WHEREAS, the County Executive has, pursuant to subdivision a of section 310 of the County Government Law of Nassau County, submitted along with such Capital Plan a Proposed Capital Budget, including a listing of the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, made such Capital Plan and Capital Budget Message relating to the Proposed Capital Budget available for public inspection and purchase; and

WHEREAS, the County Legislature has, pursuant to subdivision b of section 310 of the County Government Law of Nassau County, published at least twice, at intervals of one week in the official newspapers, a copy of such Capital Budget Message and duly held a public hearing on such Proposed Capital Budget; and

WHEREAS, the County Legislature has given due consideration and deliberation to each and all of the items which are set forth in such Proposed Capital Budget and to the statements of all persons who were heard at such hearing; now, therefore,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. In accordance with the Proposed Capital Budget filed by the County Executive with the Clerk of the County Legislature the capital programs, projects and activities, other than judgments and settlements, which are proposed to be authorized in the first year of the four year capital plan and the cost estimates associated therewith, as identified in Appendix A attached hereto and incorporated herein, are hereby approved and adopted by the County Legislature as the Capital Budget of the County of Nassau for the fiscal year beginning January 1, 2016, and ending December 31, 2016.

§2. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. Section 0101 et seq. and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix B attached hereto, if any, and incorporated herein as “Type II”, if any, under the heading “SEQRA” is a “Type II Action” within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a

class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as “Type I” or “Unlisted” under the heading “SEQRA” on Appendix B attached hereto, if any, and incorporated herein, has been determined not to have a significant effect on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

§ 3. This ordinance, including Appendix A, may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of a majority of said Legislature.

§ 4. This ordinance shall take effect immediately.





**PROPOSED ORDINANCE NO. 14 - 2016**

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS SPECIFIED HEREIN WITHIN THE COUNTY OF NASSAU, AUTHORIZING \$74,986,552 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE, AND MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED by the County Legislature of the County of Nassau as follows:

Section 1. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act ("SEQRA"), 8 N.Y.E.C.L. section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that each Project identified on Appendix A attached hereto and incorporated herein as "Type II" under the heading "SEQRA" is a "Type II Action" within the meaning of Section 617.5(c) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required. It is further hereby determined pursuant to the provisions of SEQRA, Part 617 of 6 N.Y.C.R.R. and Section 1611 of the County Government Law of Nassau County that each Project identified as an "Unlisted" under the heading "SEQRA" on Appendix A attached hereto and incorporated herein, has been determined not to have a significant effect

on the environment. A record of each such determination shall be maintained in a file, readily accessible to the public, at the office of the Clerk of the Legislature.

Section 2. A capital expenditure for financing the cost of the objects or purposes identified under the heading "Project" on Appendix A attached hereto and incorporated herein, in the County of Nassau, is hereby authorized upon recommendation of the County Executive and by a two-thirds vote of the voting strength of the County Legislature, the amount of such capital expenditure to be \$74,986,552, which shall be financed with the proceeds from the issuance of \$74,986,552 of bonds.

Section 3. The County of Nassau (the "County") may issue its bonds in the aggregate principal amount of \$74,986,552 pursuant to the Local Finance Law of New York (the "LFL" or "Law") in order to finance the specific objects or purposes or classes of objects or purposes (hereinafter referred to as the "Purpose") described in Section 2 hereof.

Section 4. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$74,986,552. The maximum estimated cost of each component Project of the Purpose is set forth under the heading "Amount" on Appendix A attached hereto. Each project amount listed on said Appendix A is specific to that project and may not be shifted between projects(s) without thirteen affirmative votes. The plan of financing, as set forth in capital budgets and capital plans, includes \$74,986,552 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 5. The County Legislature hereby determines that the specific periods of probable usefulness (each, a "PPU") of each component Project of the Purpose for which said \$74,986,552 of bonds authorized pursuant to this ordinance are to be issued, within the limitations of the applicable subdivision of paragraph a. of Section 11.00 of the Law identified under the heading "PPU LFL Section(s)" on Appendix A attached hereto and incorporated herein, are identified under the heading "PPU" on said Appendix A. The County Executive is hereby authorized and directed to make any necessary or desirable changes on Appendix A hereto to conform it to the Capital Budget and Capital Plan approved concurrently herewith.

Section 6. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County subject to applicable statutory limits. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of said bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

Section 7. Subject to the terms and conditions of this ordinance and the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the County Treasurer, the chief fiscal officer of the County.

Section 8. The County Treasurer is hereby authorized to cause such bonds and/or bond anticipation notes to be printed and to do such things as may be necessary to provide for the sale of such bonds and/or bond anticipation notes and to employ bond counsel to furnish to the purchaser or purchasers of such obligations an opinion as to their legality.

Section 9. The validity of any County bonds authorized by this ordinance and any County bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the County is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of this ordinance, or summary thereof, are not substantially

complied with, and an action, suit or proceeding contesting such validity, is commenced within twenty days after the date of such publication; or

- (c) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

Section 10. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as set forth in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

Section 11. The Clerk of the County Legislature is hereby directed to publish this ordinance in full, or a summary thereof, together with a notice in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the County.

Section 12. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature

Section 13. This ordinance shall take effect immediately upon its adoption.



**PROPOSED ORDINANCE NO. 15 - 2016**

BOND ORDINANCE PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE CAPITAL PROJECTS IDENTIFIED HEREIN WITHIN THE COUNTY OF NASSAU AND AUTHORIZING \$164,283,342.78 OF BONDS OF THE COUNTY OF NASSAU TO FINANCE SUCH EXPENDITURE PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENTAL LAW OF NASSAU COUNTY.

WHEREAS, this bond ordinance is necessary to authorize bonds for the purpose of funding projects contemplated by capital budgets as provided in Section 310 of the County Government Law of Nassau County; and

WHEREAS, all necessary Federal, State, County and local permits, approvals and determinations of environmental impact for the purpose or purposes hereinafter referred to have been obtained or will have been obtained prior to the expenditure of proceeds of obligations to be authorized pursuant to this ordinance; NOW, THEREFORE,

BE IT ORDAINED, by the by the affirmative vote of not less than two-thirds (2/3<sup>rd</sup>) of the total voting strength of the County Legislature of the County of Nassau, New York, as follows:

Section 1. A capital expenditure for financing the cost of various objects or purposes, as described in the preambles hereto, in the County of Nassau (hereinafter referred to as the "County"), is hereby authorized upon recommendation of the County Executive, the amount of such capital expenditure to be \$164,283,342.78 which shall be financed with the proceeds from the issuance of \$164,283,342.78 bonds.

Section 2. The County may issue its bonds in the aggregate principal amount of \$164,283,342.78 pursuant to the Local Finance Law of New York (hereinafter referred to as the "LFL") in order to finance such classes of objects or purposes (hereinafter referred to as the "Purpose").

Section 3. The County Legislature has determined and hereby states that the estimated aggregate maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$164,283,342.78. The plan of financing includes \$164,283,342.78 to be raised by the issuance of bonds authorized by this ordinance, and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall be come due and payable.

Section 4. The County Legislature hereby determines that the periods of probable usefulness (each, a “PPU”) of the Purpose, for which said \$164,283,342.78 bonds authorized pursuant to this ordinance are to be issued is: five (5) years for \$31,270,777 thereof, ten (10) years for \$36,011,654.48 thereof, fifteen (15) for \$65,664,217.30 thereof, twenty (20) years for \$11,900,000 thereof, twenty-five (25) years \$19,136,694 thereof, and thirty (30) years for \$3,000,000 thereof, pursuant to subdivisions 89, 90, 91, 92, 93 and 94, respectively, of paragraph a. of Section 11.00 of the LFL, each constituting a class of objects or purposes and each constituting the maximum estimated cost of such class of objects or purposes.

Section 5. Subject to the terms and conditions of this ordinance and the LFL, and pursuant to the provisions of the LFL, the powers and duties of the County Legislature relative to authorizing the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the County Treasurer, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said County Treasurer, consistent with the provisions of the LFL.

Section 6. All other matters except as provided herein relating to the bonds herein authorized including the date, denominations, maturities and interest payment dates, within the limitations prescribed herein and the manner of execution of the same, including the

consolidation with other bond issues, and also the ability to issue bonds with substantially level or declining annual debt service, shall be determined by the County Treasurer, the chief fiscal officer of such County.

Section 7. The faith and credit of the County are hereby irrevocably pledged for the payment of the principal of and interest on such bonds and notes as the same become due and payable. An annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds and notes becoming due and payable in such year.

Section 8. The validity of such bonds and bond anticipation notes may be contested only if:

- 1) Such obligations are authorized for an object or purpose for which said County is not authorized to expend money, or
- 2) The provisions of law which should be complied with as the date of publication of this ordinance are not substantially complied with, and an action, suit or proceeding contesting such validity is commenced within twenty (20) days after the date of such publication, or
- 3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 9. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as specified in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 10. This ordinance, which takes effect immediately, shall be published in summary in the official newspaper of said County together with a notice of the Clerk of the

County Legislature in substantially the form set forth in paragraph a of Section 81.00 of the Local Finance Law.

Section 11. This ordinance may be modified to allow for the correction of any mathematical and/or typographical errors subsequent to any approval and adoption of said ordinance without the necessity for a vote to be taken by the County Legislature or by the members of any Standing Committee of said Legislature if said ordinance is passed by the affirmative vote of said Legislature.

**PROPOSED ORDINANCE NO. 1-2016**

BOND ORDINANCE MAKING CERTAIN DETERMINATIONS PURSUANT TO THE STATE ENVIRONMENTAL QUALITY REVIEW ACT, PROVIDING FOR A CAPITAL EXPENDITURE TO FINANCE THE PAYMENT OF CERTAIN JUDGMENTS, COMPROMISED OR SETTLED CLAIMS RESULTING FROM COURT ORDERS ON PROCEEDINGS BROUGHT PURSUANT TO ARTICLE SEVEN OF THE REAL PROPERTY TAX LAW AND DETERMINATIONS OF THE NASSAU COUNTY ASSESSMENT REVIEW COMMISSION PURSUANT TO SECTION 523-b OF ARTICLE FIVE OF THE REAL PROPERTY TAX LAW, IN THE COUNTY OF NASSAU, AND AUTHORIZING BONDS OF THE COUNTY OF NASSAU TO FINANCE SAID EXPENDITURE IN AN AMOUNT NOT-TO-EXCEED \$61,200,000, PURSUANT TO THE LOCAL FINANCE LAW OF NEW YORK AND THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY.

Be It Ordained by the County Legislature of the County of Nassau as follows:

§ 1. It is hereby determined pursuant to the provisions of the State Environmental Quality Review Act (“SEQRA”), 8 N.Y.E.C.L. Section 0101 *et seq.* and its implementing regulations, Part 617 of 6 N.Y.C.R.R., and Section 1611 of the County Government Law of Nassau County that the payment of certain judgments, compromised or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law and determinations of the Nassau County Assessment Review Commission pursuant to Section 523-b of Title 1-A of Article Five of the Real Property Tax Law is a “Type II Action” within the meaning of Section 617.5(c)(29) of 6 N.Y.C.R.R., and, accordingly, is of a class of actions which do not have a significant effect on the environment and no further review is required.

§ 2. A capital expenditure for financing the cost of the payment of certain judgments, compromised or settled claims resulting from court orders on proceedings brought pursuant to Article Seven of the Real Property Tax Law and determinations of the Nassau County Assessment Review Commission pursuant to Section 523-b of Title 1-A of Article Five of the Real Property Tax Law, in the County of Nassau, is hereby authorized upon recommendation of the County Executive and by at least two-thirds (2/3) vote of the voting strength of the County Legislature, the amount of such capital expenditure to be \$61,200,000, which shall be financed with the proceeds from the issuance of \$61,200,000 bonds for the payment by the County of Nassau of judgments, compromised or settled claims resulting from court orders on proceedings

brought pursuant to Article Seven of the Real Property Tax Law and determinations of the Nassau County Assessment Review Commission pursuant to Section 523-b of Title 1-A of Article Five of the Real Property Tax Law.

§ 3. The County of Nassau (the “County”) shall issue its bonds in the aggregate principal amount not-to-exceed \$61,200,000 pursuant to the Local Finance Law of New York (the “Law”) in order to finance the classes of objects or purposes (the “Purpose”) described in Section 2 hereof.

§ 4. The County Legislature has determined and hereby states that the estimated maximum cost of such Purpose, including preliminary costs and costs incidental thereto and the financing thereof, is \$61,200,000. The plan of financing includes the issuance of up to \$61,200,000 bonds of the County and the levy and collection of taxes on all the taxable real property of the County to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

§ 5. The County Legislature hereby determines that the period of probable usefulness (the “PPU”) of the Purpose for which said \$61,200,000 bonds authorized pursuant to this ordinance are to be issued, within the limitations of subdivision 33-a. of paragraph a. of Section 11.00 of the Law:

(1) Where the accumulated tax refunds to be paid by the County as a result of such court orders and determinations are more than one (1) per centum but less than three (3) per centum of that portion of the real property tax levy of the County to be levied for its municipal purposes for the year in which payment is to be made, is ten (10) years; or

(2) Where the accumulated tax refunds to be paid by the County as a result of such court orders and determinations are more than three (3) per centum but less than five (5) per centum of that portion of the real property tax levy of the County to be levied for its municipal purposes for the year in which payment is to be made, is fifteen (15) years; or

(3) Where the accumulated tax refunds to be paid by the County as a result of such court orders and determinations are more than five (5) per centum of that portion of the real

property tax levy of the County to be levied for its municipal purposes for the year in which payment is to be made, is twenty (20) years.

§ 6. Each of the bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds and any notes issued in anticipation of said bonds, shall be general obligations of the County, payable as to both principal and interest by general tax upon all the taxable real property within the County subject to applicable statutory limitations. The faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds and any notes issued in anticipation of the sale of said bonds and provision shall be made annually in the budget of the County by appropriation for (a) the amortization and redemption of said bonds and any notes issued in anticipation thereof to mature in such year and (b) the payment of interest to be due and payable in such year.

§ 7. Subject to the terms and conditions of this ordinance and the Law, and pursuant to the provisions of Section 21.00, Section 30.00, Section 50.00, Sections 56.00 to 60.00 and Section 63.00 of the Law, the powers and duties of the County Legislature relative to authorizing bond anticipation notes and the renewals thereof, determining whether to issue bonds with substantially level or declining annual debt service, prescribing the terms, form and contents of the bonds herein authorized, bond anticipation notes issued in anticipation of said bonds and the renewals thereof, and any other powers or duties pertaining to or incidental to the sale and issuance of the bonds herein authorized and of any bond anticipation notes issued in anticipation of said bonds and the renewals thereof, are hereby delegated to the County Treasurer, the chief fiscal officer of the County.

§ 8. The County Treasurer is hereby authorized to cause such bonds and/or bond anticipation notes to be printed and to do such things as may be necessary to provide for the sale of such bonds and/or bond anticipation notes and to employ bond counsel to furnish to the purchaser or purchasers of such obligations an opinion as to their legality.

§ 9. The validity of any County bonds authorized by this ordinance and any bond anticipation notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) Such obligations are authorized for an object or purpose for which the County is not authorized to expend money; or

(b) The provisions of law which should be complied with at the date of the publication of this ordinance, or summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity, is commenced within twenty (20) days after the date of such publication; or

(c) such obligations are authorized in violation of the provisions of the constitution of the State of New York.

§ 10. This ordinance shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150-2. Other than as set forth in this ordinance, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the objects or purposes described herein.

§ 11. The Clerk of the County Legislature is hereby directed to publish this ordinance in full, or a summary thereof, together with a notice in substantially the form prescribed by Section 81.00 of the Law in the official newspaper of the County.

§ 12. This ordinance shall take effect immediately upon its adoption.

# **NASSAU COUNTY LEGISLATURE**

## **11<sup>th</sup> TERM MEETING AGENDA**

# **RULES COMMITTEE**

**FEBRUARY 22, 2016 1:00 PM**

**Norma Gonsalves – Chairwoman**  
**Richard Nicoletto– Vice Chairman**  
**Dennis Dunne**  
**Howard Kopel**  
**Kevan Abrahams – Ranking**  
**Judy Jacobs**  
**Carrié Solages**

**Office of the Clerk of the Legislature**

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-30-16</b>	<b>AT</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-30-16
<b>E-52-16</b>	<b>CO</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND ALBRECHT, VIGGIANO, ZURECK & COMPANY, P.C. INC. E-52-16
			<b>THE FOLLOWING ITEMS MAY BE UNTABLED</b>
<b>B-4-16</b>	<b>PW</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16
<b>E-5-16</b>	<b>DA</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> 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 FUND FOR THE CITY OF NEW YORK, CENTER FOR COURT INNOVATION. E-5-16
<b>E-13-16</b>	<b>SS</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH. E-13-16
<b>E-31-16</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND C & R AUTOMOTIVE, INC. E-31-16

<b>Clerk Item No.</b>	<b>Proposed By</b>	<b>Assigned To</b>	<b><u>Summary</u></b>
<b>E-32-16</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND T & D TOWING CORPORATION. E-32-16
<b>E-33-16</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND A1 GRAND AUTO BODY, INC.. E-33-16
<b>E-34-16</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY POLICE DEPARTMENT, AND NORTH SHORE AUTO & TOWING INC. E-34-16
<b>E-35-16</b>	<b>PD</b>	<b>R</b>	<b><u>RESOLUTION NO. -2016</u></b> A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE POLICE DEPARTMENT AND ALL COUNTY HOOK UP TOWING INC., D/B/A ALL COUNTY TOWING TOWING AND RECOVERY. E-35-16



## **PUBLIC NOTICE**

PLEASE TAKE NOTICE THAT

### **THE NASSAU COUNTY LEGISLATURE WILL HOLD A MEETING OF THE RULES COMMITTEE**

**ON**

**MONDAY, FEBRUARY 22, 2016 AT 1:00 P.M.**

**IN**

**THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER  
THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING  
1550 FRANKLIN AVENUE, MINEOLA, NEW YORK**

Office of the Clerk of the Legislature  
Nassau County, New York

**DATED: February 17, 2016**

Mineola, NY

As per the Nassau County Fire Marshall's Office, the Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. **Public comment is limited to Agenda items.** The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on <http://www.nassaucountyny.gov/agencies/Legis/index.html>.

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NASSAU COUNTY LEGISLATURE

RULES COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue  
Mineola, New York

Monday, February 22, 2016  
3:19 P.M

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2     A P P E A R A N C E S :

3

4     NORMA GONSALVES,  
5         Chairwoman6     RICHARD NICOLELLO,  
7         Vice Chairman

8

9     DENNIS DUNNE

10

11    HOWARD KOPEL

12

13    KEVAN ABRAHAMS,  
14         Ranking

15

16    JUDY JACOBS

17    CARRIE SOLAGES

18    FRANK MORONEY,  
19         Clerk Pro Tempore of the Legislature

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1 Rules Committee/2-22-16

2 CHAIRWOMAN GONSALVES: We are now  
3 in session. Please call the roll, Mr.  
4 Moroney.

5 CLERK MORONEY: Presiding Officer  
6 Gonsalves?

7 CHAIRWOMAN GONSALVES: Present.

8 CLERK MORONEY: Deputy Presiding  
9 Officer Nicoletto?

10 LEGISLATOR NICOLELLO: Here.

11 CLERK MORONEY: Legislator Dunne?

12 LEGISLATOR DUNNE: Here.

13 CLERK MORONEY: Legislator Kopel?

14 LEGISLATOR KOPEL: Here.

15 CLERK MORONEY: Ranking Member  
16 Kevan Abrahams?

17 LEGISLATOR ABRAHAMS: Here.

18 CLERK MORONEY: Legislator  
19 Jacobs?

20 LEGISLATOR JACOBS: Here.

21 CLERK MORONEY: Legislator  
22 Solages?

23 LEGISLATOR SOLAGES: Here.

24 CLERK MORONEY: You have a  
25 quorum.

1 Rules Committee/2-22-16

2 CHAIRWOMAN GONSALVES: We have  
3 two items on the regular agenda of the Rules  
4 Committee and we begin with E-30-16, a  
5 resolution affirming to an amendment to a  
6 special counsel contract entered into by the  
7 Nassau County Attorney and Wilson Elser  
8 Moskowitz Edelman & Dicker, L.L.P.

9 Motion, please.

10 LEGISLATOR DUNNE: So moved.

11 LEGISLATOR NICOLELLO: Second.

12 CHAIRWOMAN GONSALVES: Moved by  
13 Legislator Dunne, seconded by Legislator  
14 Nicolello. Ms. Locurto.

15 MS. LOCURTO: Good afternoon.  
16 Lisa Locurto from the County Attorney's  
17 Office. This special counsel contract that  
18 is before you is to represent a Nassau  
19 County police officer due to a potential  
20 conflict of interest.

21 The law firm was retained to  
22 represent the police officer in a federal  
23 civil rights lawsuit, again, because of the  
24 potential conflict of interest, the law firm  
25 retained will be representing a specific

1 Rules Committee/2-22-16  
2 police officer. The other named defendants  
3 will be represented by the County Attorney's  
4 Office in-house counsel.

5 CHAIRWOMAN GONSALVES: Legislator  
6 Abrahams.

7 LEGISLATOR ABRAHAMS: Thank you,  
8 Madam Presiding Officer Gonsalves.

9 I just have two quick questions.  
10 First, I just want to get an idea of how  
11 much money has been expended on each of the  
12 outside counsel contracts associated with  
13 this case.

14 MS. LOCURTO: The contract that  
15 is before you is in the Rochester matter,  
16 legislator. The total amount for the  
17 contract is, I believe, \$125,000. It's the  
18 budgeted amount to cover the preliminary  
19 pleadings and the discovery.

20 LEGISLATOR ABRAHAMS: It's our  
21 understanding too, Ms. Locurto, that the  
22 Lewis Johs contract is also tied in, is that  
23 your understanding as well?

24 MS. LOCURTO: To this contract?

25 LEGISLATOR ABRAHAMS: No. To

1 Rules Committee/2-22-16

2 this case. I'm sorry.

3 MS. LOCURTO: I'm not aware of  
4 that, legislator. I don't think I have an  
5 answer for you on that.

6 LEGISLATOR ABRAHAMS: Hold on a  
7 second. What are the other counsels that  
8 are associated with this particular action?  
9 I think that's what we're trying to drive  
10 at. We were of the mindset that Lewis Johs  
11 was. You are saying they're not.

12 MS. LOCURTO: Legislator, that is  
13 not my understanding. I have plaintiff's  
14 counsel, which is Morta Bruna Cooper is  
15 representing the plaintiff's counsel. I'm  
16 not aware of the other counsels who have  
17 made an appearance, just the county and  
18 Wilson Elser are the only two that I'm aware  
19 of. But I will go back to the County  
20 Attorney's Office and verify that.

21 LEGISLATOR ABRAHAMS: If you  
22 could because we have a different  
23 understanding. Thank you, Ms. Locurto.

24 MS. LOCURTO: No problem.

25 CHAIRWOMAN GONSALVES: Any other

1 Rules Committee/2-22-16

2 comments from the legislators?

3 (No verbal response.)

4 Is there any public comment?

5 (No verbal response.)

6 There being none, all those in  
7 favor of E-30 signify by saying aye.

8 (Aye.)

9 Any opposed?

10 (Nay.)

11 The item passes four to three.

12 The next one is E-52, a  
13 resolution authorizing the County Executive  
14 to execute a personal services agreement  
15 between the County of Nassau acting on  
16 behalf of the Office of the Nassau County  
17 Comptroller and Albrecht Viggiano Zureck &  
18 Company, P.C.

19 Motion, please.

20 LEGISLATOR DUNNE: So moved.

21 LEGISLATOR KOPEL: Second.

22 CHAIRWOMAN GONSALVES: Moved by  
23 Legislator Dunne, seconded by Legislator  
24 Kopel. Yes?

25 MR. BLANCO: Hi. Sergio Blanco

1 Rules Committee/2-22-16  
2 from the Comptroller's Office here to speak  
3 on this item.

4 CHAIRWOMAN GONSALVES: Welcome,  
5 Sergio.

6 MR. BLANCO: I'm here to present  
7 the contract between Albrecht Viggiano  
8 Zureck & Company known as AVZ with the  
9 Comptroller's Office on behalf of Nassau  
10 County. Are there any questions from the  
11 legislators?

12 LEGISLATOR ABRAHAMS: Let me make  
13 sure I follow protocol. Madam Presiding  
14 Officer, may I ask a quick question?

15 CHAIRWOMAN GONSALVES: Yes, you  
16 may.

17 LEGISLATOR ABRAHAMS: Just a  
18 quick question, Mr. Blanco. In regards to  
19 the procurement process, was it handled by  
20 the Comptroller's Office or handled by the  
21 county's purchasing?

22 MR. BLANCO: We initiated the RFP  
23 and we sent it to purchasing to actually  
24 effectuate the procurement.

25 LEGISLATOR ABRAHAMS: But your

1 Rules Committee/2-22-16

2 office drafted the RFP?

3 MR. BLANCO: That's correct.

4 LEGISLATOR ABRAHAMS: And you  
5 selected the services of Albrecht Viggiano  
6 Zureck, AVZ?

7 MR. BLANCO: That is correct.

8 LEGISLATOR ABRAHAMS: Thank you.

9 CHAIRWOMAN GONSALVES: Legislator  
10 Solages.

11 LEGISLATOR SOLAGES: Thank you.  
12 Good afternoon, Mr. Blanco. I just want to  
13 make sure, it's been 313 days since the  
14 AbTech scandal happened in Nassau County. I  
15 just want to make sure we are not  
16 duplicating what happened there.

17 Again, how is this different?  
18 How did the procurement process here differ  
19 from what happened with that AbTech  
20 situation?

21 MR. BLANCO: I can't speak with  
22 what happened with AbTech, I was not  
23 involved in that process.

24 LEGISLATOR SOLAGES: But here in  
25 this process, it was the Comptroller's

1 Rules Committee/2-22-16

2 Office that handled the procurement, not  
3 another office in the county administration?

4 MR. BLANCO: Yes. So far we do  
5 submit it to the office of purchasing for  
6 the actual posting in the procurement system  
7 as well as advertising it in Newsday in  
8 Nassau County, Queens and Suffolk County,  
9 but, beyond that, yes, we did the paperwork  
10 related to this procurement as well as the  
11 evaluation.

12 LEGISLATOR SOLAGES: And are  
13 aware of any familial relationships between  
14 the county and those who will be responsible  
15 for effectuating this service?

16 MR. BLANCO: Not at all that I'm  
17 aware of.

18 LEGISLATOR SOLAGES: Thank you  
19 very much.

20 CHAIRWOMAN GONSALVES: Any other  
21 comments from the legislators?

22 (No verbal response.)

23 Is there any public comment?

24 (No verbal response.)

25 There being none, all those in

1 Rules Committee/2-22-16

2 favor of E-52 signify by saying aye.

3 (Aye.)

4 Any opposed?

5 (No verbal response.)

6 The item passes seven to zero.

7 Now we have one item from a  
8 previous Rules Committee that was tabled and  
9 I'm going to ask for a motion to untable  
10 Item E-13, a resolution authorizing the  
11 County Executive to execute an amendment to  
12 a personal services agreement between the  
13 County of Nassau on behalf of the Department  
14 of Social Services and Berkshire Farm Center  
15 and Services for Youth.

16 Motion to untable, please.

17 LEGISLATOR DUNNE: So moved.

18 LEGISLATOR NICOLELLO: Second.

19 CHAIRWOMAN GONSALVES: Moved by  
20 Legislator Dunne, seconded by Legislator  
21 Nicolello. All those in favor of untabling  
22 E-13 signify by saying aye.

23 (Aye.)

24 Any opposed?

25 (No verbal response.)

1 Rules Committee/2-22-16

2 The item is untabled. We have?

3 MR. ROCHE: Brendan Roche, Social  
4 Services. Berkshire Farm Center will  
5 provide preventive services which consist of  
6 short term, intensive home base services to  
7 Nassau County Families whose child is in  
8 imminent risk of foster care placement.

9 CHAIRWOMAN GONSALVES: Any  
10 questions or comments?

11 LEGISLATOR ABRAHAMS: If I may,  
12 Presiding Officer.

13 CHAIRWOMAN GONSALVES: Minority  
14 Leader Abrahams.

15 LEGISLATOR ABRAHAMS: I just want  
16 to also state for the record -- I know  
17 representatives of the county or the  
18 administration came to meet with us -- the  
19 vendor, I'm sorry, came to meet with us in  
20 regards to this particular contract.

21 From our standpoint, again, this  
22 is the type of contract which it sounds like  
23 providing good youth services, it sounds  
24 like something we would support, however,  
25 because it falls under realm of the county

1 Rules Committee/2-22-16

2 procurement process, I just couldn't see how  
3 we could vote for this in good conscience.

4 CHAIRWOMAN GONSALVES: Any public  
5 comment?

6 LEGISLATOR ABRAHAMS: I just  
7 wanted to make sure it was part on their  
8 general program, not on this specific  
9 contract, per se, but they did come to meet  
10 with us about the general program just for  
11 clarification for the record.

12 CHAIRWOMAN GONSALVES: Any public  
13 comment regarding this personal services  
14 agreement? Minority Leader.

15 LEGISLATOR ABRAHAMS: Thank you.  
16 Just a quick question in regards to a  
17 followup confirmed with staff.

18 We just want to make sure that  
19 the administration or the department has the  
20 capability to be able to evaluate contracts  
21 of this nature, like this one. Do you have  
22 that confidence?

23 MR. ROCHE: Yes, we do. We have  
24 the contractor evaluation form that gets  
25 filled out.

1 Rules Committee/2-22-16

2 LEGISLATOR ABRAHAMS: Okay.

3 Thank you.

4 CHAIRWOMAN GONSALVES: Any public  
5 comment?

6 (No verbal response.)

7 There being none, all those in  
8 favor of E-13 signify by saying aye.

9 (Aye.)

10 Any opposed?

11 (No verbal response.)

12 Any abstentions?

13 (Abstain.)

14 The item passes four, zero,  
15 three. A motion to adjourn, please.

16 LEGISLATOR DUNNE: So moved.

17 LEGISLATOR KOPEL: Second.

18 CHAIRWOMAN GONSALVES: Moved by  
19 Legislator Dunne, seconded by Legislator  
20 Kopel. All those in favor of adjourning the  
21 Rules Committee signify by saying aye.

22 (Aye.)

23 Any opposed?

24 (No verbal response.)

25 The meeting is adjourned.

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Rules Committee/2-22-16

Remember, at 4 o'clock, for those of you who could stay, it would be nice, and my colleagues hopefully they're going to stay for the program that will begin at 4:00.

(Whereupon, the Rules Committee adjourned at 3:29 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of March, 2016.

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FRANK GRAY

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NASSAU COUNTY LEGISLATURE

FULL LEGISLATIVE COMMITTEE

NORMA GONSALVES, Chairwoman

1550 Franklin Avenue  
Mineola, New York

Monday, February 22, 2016  
1:24 P.M

1

2 A P P E A R A N C E S:3 NORMA GONSALVES,  
4 Chairwoman5 RICHARD NICOLELLO,  
6 Deputy Presiding Officer7 HOWARD KOPEL,  
8 Alternate Deputy Presiding Officer

9 STEVEN RHOADS

10 DENISE FORD

11 LAURA CURRAN

12 C. WILLIAM GAYLOR III

13 VINCENT MUSCARELLA

14 ELLEN BIRNBAUM

15 LAURA SCHAEFER

16 DONALD MACKENZIE

17 KEVAN ABRAHAMS,  
18 Minority Leader

19 ROSE MARIE WALKER

20 DENNIS DUNNE

21 JUDITH JACOBS

22 JAMES KENNEDY

23 DELIA DERIGGI-WHITTON

24 CARRIE SOLAGES

25 SIELA BYNOE

FRANK MORONEY,  
Clerk Pro Tempore of the Legislature

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1 Full Committee/2-22-16

2 CHAIRWOMAN GONSALVES: Will my  
3 colleagues please join me in the chamber.  
4 Legislator Dunne, please lead us in the  
5 Pledge of Allegiance.

6 (The Pledge of Allegiance was  
7 recited.)

8 CHAIRWOMAN GONSALVES: Thank you.  
9 Before we begin the proceedings for today's  
10 calendar, I need to present a resolution to  
11 appoint a clerk of the Nassau County  
12 Legislature Pro Temp pursuant to the County  
13 Government Law of Nassau County.

14 At this point in time, I'm going  
15 to put the name of Frank Moroney to be  
16 designated as an appointed Clerk Pro Temp of  
17 the Nassau County Legislature to act until  
18 such time as said Legislature, by  
19 resolution, designates and appoints the  
20 Clerk of the Nassau County Legislature,  
21 pursuant, again, to the provisions of a  
22 County Government Law of Nassau County.

23 Motion, please.

24 LEGISLATOR WALKER: So moved.

25 LEGISLATOR NICOLELLO: Second.

1 Full Committee/2-22-16

2 CHAIRWOMAN GONSALVES: Moved by  
3 Legislator Walker, seconded by Legislator  
4 Nicolello. Are there any questions,  
5 comments regarding the resolution?

6 (No verbal response.)

7 Is there any public comment?

8 (No verbal response.)

9 There being none, all those in  
10 favor of appointing Frank Moroney as Clerk  
11 Pro Temp of the Nassau County Legislature  
12 signify by saying aye.

13 (Aye.)

14 Any opposed?

15 (No verbal response.)

16 The resolution passes  
17 unanimously.

18 Now, Frank, your first order of  
19 business would be to call the roll. Thank  
20 you very much.

21 CLERK MORONEY: Thank you.  
22 Deputy Presiding Officer Nicolello?

23 LEGISLATOR NICOLELLO: Here.

24 CLERK MORONEY: Alternate  
25 Presiding Officer Kopel?

1 Full Committee/2-22-16  
2 LEGISLATOR KOPEL: Here.  
3 CLERK MORONEY: Legislator Bynoe?  
4 LEGISLATOR BYNOE: Here.  
5 CLERK MORONEY: Legislator  
6 Solages?  
7 LEGISLATOR SOLAGES: Here.  
8 CLERK MORONEY: Legislator Ford?  
9 LEGISLATOR FORD: Here.  
10 CLERK MORONEY: Legislator  
11 Curran?  
12 LEGISLATOR Curran: Here.  
13 CLERK MORONEY: Legislator  
14 Gaylor?  
15 LEGISLATOR GAYLOR: Here.  
16 CLERK MORONEY: Legislator  
17 Muscarella?  
18 LEGISLATOR MUSCARELLA: Here.  
19 CLERK MORONEY: Legislator  
20 Birnbaum?  
21 LEGISLATOR BIRNBAUM: Here.  
22 CLERK MORONEY: Legislator  
23 DeRiggi-Whitton?  
24 LEGISLATOR DERIGGI-WHITTON:  
25 Here.

1 Full Committee/2-22-16  
2 CLERK MORONEY: Legislator  
3 Kennedy?  
4 LEGISLATOR KENNEDY: Here.  
5 CLERK MORONEY: Legislator  
6 Schaefer?  
7 LEGISLATOR SCHAEFER: Here.  
8 CLERK MORONEY: Legislator Dunne?  
9 LEGISLATOR DUNNE: Here.  
10 CLERK MORONEY: Legislator  
11 Jacobs?  
12 LEGISLATOR JACOBS: Here.  
13 CLERK MORONEY: Legislator  
14 Walker?  
15 LEGISLATOR WALKER: Here.  
16 CLERK MORONEY: Legislator  
17 MacKenzie?  
18 LEGISLATOR MACKENZIE: Here.  
19 CLERK MORONEY: Legislator  
20 Rhoads?  
21 LEGISLATOR RHOADS: Here.  
22 CLERK MORONEY: Minority Leader  
23 Abrahams?  
24 LEGISLATOR ABRAHAMS: Here.  
25 CLERK MORONEY: Presiding Officer

1 Full Committee/2-22-16

2 Gonsalves?

3 CHAIRWOMAN GONSALVES: Present.

4 Thank you very much, Mr. Moroney. Before we  
5 begin, as is customary each legislature day,  
6 we do recognize our top cops and today is no  
7 exception.

8 At this point in time I'm going  
9 to ask, and let me know who's here, to  
10 present the top cops to us today. Who is  
11 going to do it? I'll begin by putting the  
12 name of Police Officer Kyle Klein of the  
13 Second Precinct and, of course, Police  
14 Officer Christopher D'Gregorias of, I  
15 believe he is also, I'm not sure, I don't  
16 believe he is of the same precinct. I don't  
17 know who is here.

18 POLICE OFFICER PATERSON: I am.

19 CHAIRWOMAN GONSALVES: Okay,  
20 Peter. Would you like to talk about the  
21 individuals who are being honored today? I  
22 think one of them is of a different category  
23 that we have had in the past, so, let's go.  
24 Go ahead, Peter.

25 MR. PATERSON: Thank you,

1 Full Committee/2-22-16  
2 Legislator Gonsalves. Before I start, I  
3 want to say something. I used to represent  
4 the PBA at the legislature years ago, many  
5 of you remember that.

6 This is truly a good thing that  
7 you do. I mean, not only do you give us the  
8 ability to bring the stories to you, so you  
9 can understand what our guys go through  
10 day-to-day, and see the great work that they  
11 do but, when we do something like this, the  
12 public and the media gets a chance to see  
13 these truly heroic actions.

14 I would like to first call up  
15 Kyle Klein from the Second Precinct.

16 On February 6th, 2016, after  
17 assisting with an aided call for a man who  
18 went into cardiac arrest from shoveling  
19 snow, Police Officer Kyle Klein resumed his  
20 patrol. He spotted an 82 year old man  
21 shoveling his sidewalks and driveway.  
22 Remembering his previous call and what he  
23 had to see and go through, Kyle exited the  
24 vehicle and, on his own, helped this man  
25 with his family clear the snow which, at the

1 Full Committee/2-22-16  
2 time, during the blizzard, was very  
3 dangerous and particular to this subject.

4 I'll tell you, 20 years on  
5 patrol, this guy made us all look extra  
6 special that day and I think you can all  
7 agree with me on this. It gave the public  
8 and the media a different perspective on  
9 what the police officers are all about.

10 The commissioner I'm sure will  
11 back me on this. We like to say, not only  
12 are we out there to protect you but we are  
13 very service oriented and this was a  
14 beautiful example of what we do.

15 Once again, I would like to  
16 congratulate you on your award.

17 COMMISSIONER KRUMPTER: I will  
18 start off with what Police Officer Patterson  
19 said, the fact that you take some time every  
20 month to recognize the great police work is  
21 appreciated and is truly deserving. The men  
22 and women of the Nassau County Police  
23 Department are out there doing a great job.

24 Today, Police Officer Klein and  
25 the other two officers we will talk about

1 Full Committee/2-22-16  
2 momentarily, Police Officer Budt and Police  
3 Officer D'Gregorias is truly representative  
4 of what this department is all about.

5 Today we had a police officer  
6 that went out and did the right thing, did  
7 above and beyond what is expected of our  
8 police officers to get out and shovel snow  
9 for an 82 year old man whose life really --  
10 could have easily had another person with a  
11 cardiac incident that he had responded to  
12 earlier.

13 This is truly represented of the  
14 community policing and the great police work  
15 that we do day in and day out. Our cops are  
16 out there. We always talk about how safe  
17 this community is but sometimes it gets  
18 lost, all the good deeds of the police  
19 officers going above and beyond, and this is  
20 one of those examples.

21 So, again, thank you for  
22 recognizing the police officers. Police  
23 Officer Klein was one of our PTDI  
24 instructors in our academy. It was a great  
25 loss for the academy but it paid huge

1 Full Committee/2-22-16

2 dividends.

3 Just on a little side note, I  
4 would imagine everyone in this room saw the  
5 Facebook posting because it truly went  
6 viral. There were over a million and a half  
7 people that saw that Facebook posting  
8 throughout the country. It was published in  
9 papers throughout the country because people  
10 recognize just how great a deed that is.

11 So, thank you Police Officer  
12 Klein and thank you for the good work and  
13 keep it up.

14 POLICE OFFICER PATERSON: Our  
15 next top cop we have is Christopher  
16 D'Gregorias and Gary Budt from the First  
17 Precinct.

18 On January -- when I used to  
19 represent you guys years ago I didn't have  
20 glasses. On January 25th, 2016 at  
21 approximately 2144 hours, Officers Budt and  
22 D'Gregarias did respond to a 911 call for  
23 shots fired. This also coming from the shot  
24 spotter and from 911 calls.

25 They respond to Urban Place and

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2 Malcolm Place in Uniondale. A notification  
3 of the possible suspect's vehicle was  
4 broadcast.

5 On the way to the call, these  
6 officers had the wherewithal to look around,  
7 check out the surroundings, and did spot the  
8 vehicle that matched the subject's vehicle  
9 that was put out on the notification.

10 The two officers, knowing that  
11 the shots were fired, and it was a dangerous  
12 situation, immediately turned around and  
13 followed the subject's car and subsequently  
14 pulled it over.

15 Upon investigation, they ended up  
16 placing the subject under arrest. The car  
17 contained three firearms. While they had  
18 the subject under arrest, a subsequent  
19 investigation took place, and it was later  
20 determined that this subject was not only  
21 shots fired, he was involved in a homicide,  
22 and the subject was later charged with  
23 murder, and the weapon possession.

24 Like I said before, being a cop  
25 20 years on the street, what I said before

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2 made us look good, and this makes us all  
3 look good.

4 But, I tell you, as a resident of  
5 Nassau County, these officers took not one  
6 but three guns off the street and a  
7 dangerous scenario, and they took a violent  
8 felon, and all because they were on their  
9 way, they were sharp enough and keen enough  
10 to realize what they had to do. They didn't  
11 just respond to the call and write down what  
12 they had to do. They were truly  
13 professional police officers and I want to  
14 thank you for honoring these two fine  
15 officers.

16 COMMISSIONER KRUMPTER: Today  
17 it's an interesting day. We have a police  
18 officer with 20 years on the job, and then  
19 we have two of our newer police officers and  
20 they truly are the future.

21 One of the great things about  
22 these two police officers are, they are out  
23 there doing a great job each and every day.  
24 I had the opportunity to talk to them the  
25 day of the arrest of the subject, and I had

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also the opportunity to talk to a number of the people that they work with and their bosses. They are truly shining stars. They went on patrol about two years ago. They have about two and a half years on the job, and they are the future of this department. So it is a great day and they could have been recognized for a number of other great arrests that they made since being on patrol. They are out there doing a great job in the First Precinct.

We talk about the shot spotter system. We talk about technology. But, without the great police work that was done by these two officers, shot spotter would only have notified us that there was actually a shooting. This is what it's all about.

Shot spotter is a tool, but it's about the great work of the men and women of the Nassau County Police Department as they exemplified today.

So, again, thank you very much for honoring the cops. It is greatly

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2 appreciated. It's -- I will tell you that  
3 every month it gets more and more difficult  
4 with all the great work being done. Because  
5 every month we have a lot of different  
6 incidents where the police officers are  
7 doing a great job. It's, you know, in the  
8 last quarter we are looking at, recognizing  
9 and profiling cops and it was over a hundred  
10 different cases where we could have  
11 recognized either great community policing,  
12 great arrests, great investigations in the  
13 quarter.

14 It is -- cops are engaged. They  
15 are doing a great job and the residents have  
16 a lot to be proud about. Thank you.

17 CHAIRWOMAN GONSALVES: First of  
18 all, let me congratulate each and every one  
19 of the top cops today. Top cop Klein, Budt,  
20 I believe, and D'Gregorias. Is that  
21 correct? Is that the three of you?

22 We certainly understand the  
23 importance of recognizing the police  
24 officers in Nassau County to set the stage  
25 for the public to know that our police

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2 officers are not only well trained but they  
3 are compassionate and know exactly what they  
4 need to do when trouble arises.

5 So, without further ado, I would  
6 like to present each of the officers on  
7 behalf of the Nassau County Legislature with  
8 a small token of our appreciation and say to  
9 you "stay safe and thank you for doing a  
10 humongous job."

11 (Whereupon, a recess was taken.)

12 CHAIRWOMAN GONSALVES: Will the  
13 legislators please take their seats. We  
14 have a point of personal privilege. In all  
15 due respect, I think we need all of your  
16 attention. Please take your seats.

17 I will ask Kevan Abrahams to  
18 present the honoree for today's point of  
19 personal privilege.

20 LEGISLATOR ABRAHAMS: Yes. Thank  
21 you, Madam Presiding Officer. It gives me  
22 great pleasure and honor to be able to  
23 bestow this citation to Heeling Soles.

24 Some of you may or may not know  
25 what Heeling Soles does but it's global in

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2 some of their efforts throughout major  
3 cities, throughout the entire world.

4 What they provide -- I'm going to  
5 talk about the bigger picture and then a  
6 little bit about the smaller picture here in  
7 Nassau, but, what they provide is on a  
8 global level. Obviously it's exactly what  
9 it sounds like, it's heeling, spelled  
10 H-E-E-L-I-N-G, and Soles, and soles like  
11 your shoe soles. So, it's inspirational.

12 What they provide is, obviously  
13 we try to combat the poverty throughout all  
14 our communities. They provide used as well  
15 as new footwear to people in need.

16 I came across the gentleman that  
17 I'm going to honor, Steve Muir, who I have  
18 always known him as Steve Austin, so it's  
19 kind of been weird to present it to Steve  
20 today, but I have come across and met Steve  
21 for a couple of years now. He's supported  
22 so many of our community events that we've  
23 had. We've had back to school drives, and  
24 family fun days and all kinds of events, and  
25 he's recently come out to our holiday giving

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2 where we were able to provide over a  
3 thousand gifts to kids in need.

4 He is always there whenever we  
5 need an extension of being able to provide  
6 services from government to those that are  
7 in need. He has provided a tremendous job  
8 in his endeavors in Heeling Soles and they  
9 have been able to secure hundreds and  
10 thousands over the last few years of  
11 footwear to be able to get it to people in  
12 poverty.

13 So, this citation that I'm  
14 providing, obviously it being Black History  
15 Month as well, and I want to recognize the  
16 good work of the Presiding Officer for  
17 holding an event later on today, I would  
18 like this citation to be not just on behalf  
19 of me but obviously on behalf of all of us  
20 for recognizing the good work.

21 Many of you are probably being  
22 introduced to Steve for the first time, but  
23 I can tell you you are in very good hands in  
24 regards to his efforts.

25 As I said before, he has given

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2 out hundreds of thousands of footwear to  
3 those in poverty and those in need. But  
4 just at our Holiday At Giving Event, he was  
5 able to give over a hundred sneakers to  
6 people in need as well.

7 So, if I could, I would like to  
8 bring Steve up to the podium and, if he has  
9 some words, he does this with his family  
10 every event I see him at. He's with his  
11 wife, he's with his children. He's a great  
12 asset to Nassau County and quite frankly to  
13 our state.

14 If you would, Steve, you probably  
15 could do much better justice in talking  
16 about what you do on a daily basis, but I  
17 would love to be able to give you some  
18 moments to talk a little about now, and then  
19 whoever would like, join us up here or we'll  
20 join you down there for a photo.

21 MR. MUIR: Thank you very much.  
22 Welcome everyone here. My name is Steve  
23 Muir. I want to thank Legislator Abrahams  
24 for noticing and recognizing the work that  
25 we put in within the community.

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2 Heeling Soles is a  
3 Uniondale/London based organization. We are  
4 deeply entrenched in the sneaker culture. I  
5 don't know if a lot of you have children,  
6 you go out and you buy those Jordans, Air  
7 Force Ones for 180, 190, \$200. When those  
8 shoes are finished being worn, a lot of kids  
9 just toss them. What we do is, we collect  
10 them if they're in good condition and  
11 distribute them to the less fortunate, not  
12 only here in New York, but in London, Haiti,  
13 Jamaica, North Africa, and we've also  
14 shipped some to Uganda.

15 We are a small organization, only  
16 five people, but we are very efficient in  
17 what we do. Without the donors, we couldn't  
18 be who we are. We also partake in community  
19 events like Legislator Abrahams has said.  
20 Com-unity is one of our annual events that  
21 we have done alongside Legislator Abrahams  
22 and some local organizations that's meant to  
23 uplift our local communities that are  
24 underserved. It's a family fun day. We  
25 provide food, entertainment, music, bounce

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2 houses, county services, and some  
3 educational things. Our fire department  
4 comes out and supports the event as well.

5 So we have a lot of support  
6 within our local community and we also have  
7 a lot of support around the world.

8 Thank you again. We definitely  
9 appreciate the recognition and we definitely  
10 hope that everyone takes some time to look  
11 us up at Heeling Soles.org.

12 LEGISLATOR ABRAHAMS: Thank you  
13 again, Steve. Why don't you come on up, if  
14 that's okay. I don't want to take away from  
15 anyone else who has a point of personal  
16 privilege. Steve, do you have members of  
17 your family here? They're in school as are  
18 mine. Everyone should be back.

19 CHAIRWOMAN GONSALVES: Now, as  
20 customary, with each Full Leg meeting, we  
21 have public participation, and we will begin  
22 with 30 minutes. It is now ten minutes to  
23 2:00. Each speaker will have three minutes  
24 and I ask that you ask your questions and  
25 you make your comments. And if there are

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2 any questions that need to be answered, I  
3 will have the legislator speak with you  
4 directly down in the chamber.

5 But, to expedite the number of  
6 slips that I have here, I will tell you, if  
7 we run out of time, which is ten minutes to  
8 2:00, we go to 2:20, if we still have  
9 speakers, the Legislature meeting is very  
10 brief. You don't have to hang out too long  
11 to go back to those speakers who cannot  
12 speak within the first 30 minutes of the  
13 public participation segment.

14 Without further ado, I'm going to  
15 call the first speaker, I believe it's  
16 Robert Kugelmass. Please say your last  
17 name.

18 MR. KUGELMASS: Thank you. Two  
19 months ago, I advised you how horrible the  
20 Liro Engineering was regarding Baldwin's  
21 Grand Avenue project.

22 Their design is being reviewed by  
23 Nassau County engineers. I've tipped the  
24 engineers to the problems. Liro's design is  
25 counterproductive and a wasted opportunity.

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2 The arithmetic of Liro's  
3 engineers is faulty. They take four lanes  
4 and subtract one and end up with two traffic  
5 lanes. That's Liro math. Our designs track  
6 one lane and give you three full lanes of  
7 traffic that improves flow and circulation,  
8 are much more safer than Liro's design and  
9 doubles the street parking on the east curb.  
10 It doubles parking at no additional cost.

11 Liro's engineers also flunked  
12 topography. Baldwin is blessed with Milburn  
13 Avenue which parallels Grand Avenue. But  
14 Liro ignored Milburn as a Grand Avenue  
15 adjunct.

16 Two months ago you heard from  
17 Vision Long Island's Eric Alexander. You  
18 heard him say, oh, we don't need those  
19 lanes. We are going to have east side  
20 access and flex time and home offices and  
21 presumably less traffic. Less traffic is  
22 not what I have seen or envisioned.

23 The gal from Syosset chimed in  
24 about the success with the Jackson Avenue  
25 turning lane. That's a false analogy. I'm

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2 looking for the gal from Syosset and she's  
3 not here. Jackson Avenue is basically a  
4 residential street. Try a drastic shrinking  
5 of Jericho Turnpike and see how it works for  
6 Syosset.

7 And, Mr. Alexander had the gall  
8 to cite Great Neck Plaza. That's where the  
9 four lanes of south Middle Neck Road become  
10 just two lanes of Middle Neck Road. That's  
11 the type of congestion that Liro has  
12 engineered for Baldwin, Ms. Birnbaum.

13 We don't want Great Neck Plaza  
14 problems in Baldwin. Great Neck at least  
15 has East Shore Road and West Shore Roads so  
16 that the residents of Great Neck can avoid  
17 traveling through Great Neck Plaza.

18 It doesn't cost any more to do a  
19 good design as a bad design. We need a  
20 better blueprint for Grand Avenue, a design  
21 that improves and a design with vision.  
22 This is important. Perhaps a vision you  
23 can't currently afford to implement, but we  
24 can currently afford the blueprint and we  
25 can currently afford the master plan vision.

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2 Now, Robert Moses had vision.  
3 100 years ago, his landscaping turned roads  
4 into parkways. We can easily design one and  
5 a half miles of landscaping along the three  
6 quarter mile road diet. Grand Avenue can be  
7 a wonderful boulevard with a linear forest  
8 of Red Buzz, Bradford Pears, and waving  
9 clumps or ornamental grasses. Grand Avenue  
10 can become a community garden.

11 CLERK MORONEY: Your three  
12 minutes have expired.

13 MR. KUGELMASS: Thank you. Liro  
14 has forgotten Robert Moses.

15 CHAIRWOMAN GONSALVES: John  
16 Tweedy.

17 MR. TWEEDY: Good afternoon  
18 members of the Nassau County Legislature.

19 CHAIRWOMAN GONSALVES: Good  
20 afternoon.

21 MR. TWEEDY: I am John Tweedy, a  
22 trustee of the Village of Bellerose. Last  
23 month I presented the village board's  
24 resolution opposing a VLT casino in Belmont  
25 Park.

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2 I am here again today to  
3 reiterate and emphasize a continuing  
4 opposition of the Village of Bellerose to  
5 the proposed VLT casino.

6 There are many many reasons for  
7 rejecting a VLT casino, not the least of  
8 which is a likely potential for severe  
9 addicted behaviors and associated crime that  
10 comes with those behaviors including illegal  
11 drugs and alcohol abuse.

12 It is unconscionable to foist  
13 these kinds of problems into the  
14 neighborhoods of the villages of Bellerose,  
15 Floral Park, South Floral Park and the  
16 community of Elmont.

17 Today, however, I would like to  
18 focus on two important economic issues.  
19 Number one, the money that clients spend in  
20 a VLT casino will be money that is not spent  
21 in the local communities.

22 Studies have shown that racetrack  
23 casinos draw most customers not from far  
24 away, but from a 30 minute radius. Rather  
25 than bringing new money to the area, they

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2 divert local dollars to gambling. Money  
3 that is normally spent in our local  
4 communities would be spent in the casino and  
5 thereby reduce the beneficial impact of  
6 normal economic activity in our areas.

7 Number two, studies have also  
8 shown that housing in the vicinity of a  
9 casino typically sees an impairment of its  
10 value estimated to be about five percent.  
11 Applying even a very conservative three  
12 percent reduction in value to the well over  
13 4,000 Nassau homes in the immediate area of  
14 Belmont and assuming an average pre-casino  
15 value of \$400,000 per home, implies that the  
16 average home will be hit with at least a  
17 \$12,000 reduction in value. That's at least  
18 \$50 million less in residential value for  
19 the community as a whole.

20 Thus, we can clearly see that a  
21 VLT casino is not an innocent way to raise  
22 revenues, but rather an inherently unfair  
23 burden on the residents of nearby  
24 communities. Nothing comes for free, but a  
25 VLT casino would come at a substantial cost

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2 to local communities.

3 I call upon all our legislators  
4 to do everything in their power to assure us  
5 that there will be no VLT casino at Belmont.  
6 I say it again, no Belmont casino. Thank  
7 you.

8 CHAIRWOMAN GONSALVES: Thank you,  
9 Mr. Tweedy.

10 LEGISLATOR SOLAGES: Presiding  
11 Officer, if I may. I just want to make a  
12 point of information, that's all.

13 I just want to reflect that there  
14 are at least 50 persons here holding Stop,  
15 No Belmont Casino Signs. And there are  
16 several officials from the Village of Floral  
17 Park and School District representatives as  
18 well. That's all.

19 CHAIRWOMAN GONSALVES: Thank you,  
20 Mr. Solages. Jack McCloy.

21 MR. MCCLOY: Good afternoon,  
22 members of the Legislature.

23 I have been here for the last few  
24 months at your meetings and I would like to  
25 remind you again that there are many many

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2 residents of the Baldwin and surrounding  
3 communities that are opposed to  
4 reconfiguring Grand Avenue from the existing  
5 two lanes in each direction to one lane in  
6 each direction.

7 I had the opportunity last month  
8 to give you copies of a printed piece that I  
9 gave to each of you that shows one of the  
10 signs that appears right on Grand Avenue  
11 that touts the fact that Grand Avenue has  
12 been restored. Ed Mangano's name is  
13 prominently displayed on the sign along with  
14 Laura Curran.

15 It makes no sense to spend a  
16 considerable amount of money to restore a  
17 road and then completely revamp it in less  
18 than two years. There are much better ways  
19 to spend tax dollars.

20 This issue has been covered in  
21 Newsday, Baldwin Herald, News 12, Fios One  
22 News, and there is a significant amount of  
23 local people, over 300, that have voiced  
24 their opposition to this reconfiguration.  
25 It's right in the main stretch of our only

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2 north south corridor that has two lanes in  
3 each direction. The only other two roadways  
4 in Baldwin are one lane in each direction,  
5 that would be Milburn and Brookside.

6 The two lanes in each direction,  
7 Grand Avenue, is right where our main fire  
8 department is located. I wanted to remind  
9 you of that because it would impede fire  
10 department response to local emergencies  
11 also.

12 The First Precinct is located  
13 right near that main stretch. They use  
14 Grand Avenue to respond to any emergencies  
15 in North Baldwin and, anyone who has a  
16 medical emergency in North Baldwin that  
17 needs to get to our closest hospital, which  
18 is south Nassau County Community Hospital,  
19 would travel that route, and if it's  
20 restricted from two lanes to one lane, it  
21 could be a life or death situation.

22 Without making it over my three  
23 minute allocation, I would finally like to  
24 remind you that although the budget is  
25 likely to be approved to capital

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2 improvements, that doesn't necessarily mean  
3 that you should assign tax dollars to a  
4 project like this, even if some of the money  
5 is coming from the state or from federal  
6 coffers. It doesn't change a bad program  
7 into a good program. Thank you for your  
8 time.

9 CHAIRWOMAN GONSALVES: Thank you,  
10 Mr. McCloy. Karen Montalbano.

11 MS. MONTALBANO: Good afternoon.  
12 My name is Karen Montalbano and I'm  
13 president of the Baldwin Civic Association.

14 I've returned today to speak  
15 about the Grand Avenue Traffic Study in  
16 Baldwin just as others have. Often people  
17 come to these chambers with negative  
18 remarks. But I'm here to focus on the  
19 positive. Everyone agrees that Grand Avenue  
20 is a road that is not functioning  
21 efficiently or well and needs help. It will  
22 not change unless changes are made.

23 The current draft includes needed  
24 turn lanes at Seaman Avenue and Saint Lukes  
25 Place. The plan is proposing ways to make

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2 it safer for our high school students.

3 Some points are controversial,  
4 such as the road diet which has both  
5 opponents and proponents. This has been  
6 called a traffic study for a reason.  
7 Educated people with expertise have gathered  
8 data, evaluated it, and using examples from  
9 other communities have suggested a plan for  
10 the roadway. They are aware of the latest  
11 developments. They are familiar with best  
12 practices.

13 The BCA helped host meetings for  
14 the community so Baldwin residents could  
15 have input on what is needed along this  
16 road. Our first responders have been  
17 consulted.

18 These recommendations are based  
19 on input, research and expertise, not gut  
20 feelings. A plan like this is needed to  
21 make the roadways safer for all those who  
22 travel it, whether on four wheels, two  
23 wheels, or two feet.

24 At minimum, the community needs  
25 to see what the plan looks like before

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2 anyone can judge it. We will not know the  
3 possibilities for improving our major road  
4 unless we see the whole plan engineered.

5 The BCA board feels that this is  
6 the best plan we have to move forward and  
7 improve Grand Avenue and it is in the best  
8 interest of the Baldwin community to move  
9 forward into the next phase. Thank you.

10 CHAIRWOMAN GONSALVES: Thank you,  
11 Ms. Montalbano. MaryAnn Hannon? David  
12 Fowler?

13 MR. FOWLER: Thank you. I'm here  
14 as a member, President of the Sewanaka  
15 Central High School District Board of  
16 Education. At our January 26, 2016 meeting,  
17 we joined with the Village of Floral Park,  
18 south Floral Park, Bellerose Village, the  
19 OLB School Board, the Floral Park/Bellerose  
20 School Board, the New Hyde Park/Garden City  
21 Park School Board, Wednesday Mother's Club,  
22 Floral Park Chamber of Commerce, Park Hearth  
23 and Tudor Civic Associations and many other  
24 organizations to ask that a VLT facility not  
25 be considered for Belmont Park.

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2 I know several of the legislators  
3 were welcomed there, Legislator Solages,  
4 Legislator Muscarella, Legislator Nicoletto.  
5 But as my colleague, Mrs. Rooney, mentioned  
6 to you last month, anyone who wants to come  
7 down physically and view the proximity of  
8 our schools to this proposed facility, we  
9 would welcome this.

10 Again, Floral Park Memorial High  
11 School, a 1,400 student junior/senior high  
12 school stands across a narrow two lane road,  
13 Plainfield Avenue, from the Belmont  
14 facility.

15 There is a gate that is open from  
16 4:00 a.m. to 8:00 p.m. daily that is  
17 utilized, as long as I've been in Floral  
18 Park, for the past 30 years. We are told  
19 that there is no big deal, that there's  
20 gambling at the site.

21 But, again, the idea of equating  
22 92 days a year, 8 hours a day of horse  
23 racing, with 365 days a year, 20 hours of  
24 video slot machines is insane.

25 We are talking about placing this

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2 facility in the midst of an elementary  
3 school, 900 member elementary school, Floral  
4 Park Bellerose School directly behind the  
5 property, Floral Park Memorial next door,  
6 Our Lady of Victory down the block and in  
7 near proximity to the facilities, Elmont  
8 Memorial High School, Sewanaka High School,  
9 numerous others.

10 Again, the idea that if gambling,  
11 the idea of having gambling at the site is  
12 the reason why we are going to place it at  
13 Belmont, I question why it wasn't placed at  
14 the Raceway Palace in Plainview where we've  
15 had gambling for quite some time, which is  
16 directly next to the Long Island Expressway  
17 providing access to buses, et cetera.

18 Unlike the Race Place there is no  
19 easy access to Belmont for buses and other  
20 commercial vehicles. Increased traffic  
21 along Plainfield Avenue, Jericho Turnpike,  
22 and Hempstead Turnpike are going to  
23 negatively impact Elmont, Floral Park and  
24 South Floral Park. Floral Park Memorial  
25 High School has an open campus policy for

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2 seniors, some of whom will turn 18.

3 How will increased traffic, the  
4 casino buses, traffic from around the school  
5 impact our communities? How will it impact  
6 the parents of our students as they pick up  
7 and drop off students? How will it impact  
8 response times for our volunteer  
9 firefighters and EMTs in our communities?

10 Again, we are told all this  
11 negative impact and for what? Allegedly  
12 money. I question whether or not there is  
13 actually going to be monies flowing to the  
14 neighboring communities. We have a fully  
15 operational facility with more options  
16 already less than six miles away to  
17 Aqueduct. When Empire City Casino --

18 CLERK MORONEY: Your three  
19 minutes have expired.

20 MR. FOWLER: Again, we really  
21 request that you do everything in your power  
22 to prevent this being placed in a  
23 residential community among school children.  
24 Again, I thank you for your time.

25 CHAIRWOMAN GONSALVES: Thank you.

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2 Judy Sanford Guise.

3 MS. SANFORD GUISE: Judy Sanford  
4 Guise, 26 Countisbury Avenue, I'm the North  
5 Valley Stream contingent and also in the  
6 Sewanaka District.

7 I've spoken here before. I'm  
8 concerned about and I continue to be alarmed  
9 about what I'm learning about the problems  
10 inherent in generating revenue by exploiting  
11 addictions and gambling as was just stated  
12 is just not gambling. This is one that is  
13 exploiting people's weaknesses and I  
14 consider it really, as I said last time I  
15 was here, not good policy.

16 But a thought occurred to me a  
17 few minutes ago about the lack of realistic  
18 revenue, and, as I read and I think, I  
19 cannot get over there's something wrong with  
20 this process. Part of this has to do with  
21 the split. As I understand it, New York  
22 does control the splits with OTB revenue.

23 But, a colleague of mine in my  
24 professional society was a staffer for a  
25 Congress member from Connecticut. He wrote

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the covenant, designed the covenant,  
negotiated the covenant between the Nations  
in Connecticut that run Mohegan Sun and  
Foxwoods. And many many years ago, and I  
wasn't planning on raising this point, so I  
didn't contact him and get any updated  
numbers, but the difference between what is  
projected as even a possible revenue for  
Nassau County, is so different from the  
experience of Connecticut.

It's important to know that  
Connecticut was -- Connecticut cannot tax  
the revenue from Nations. We understand  
that. But Connecticut had to provide water,  
police, and there were a lot of expenditures  
in bringing together Mohegan Sun and  
Foxwoods, et cetera. So, to some extent,  
this is apples and oranges. I apologize for  
that.

However, the fact that the split  
with the state of Connecticut is 25 percent  
of the slot action. The nations keep  
everything else. 25 percent about a decade  
ago of that slot action, when Mohegan Sun

1 Full Committee/2-22-16  
2 first put in its hotels, because it started  
3 first as a casino, was \$100 million; 25  
4 percent of the slot action.

5 A few years later, that slot  
6 action represented 25 percent split, not  
7 total, 25 percent split, was \$300 million.

8 So, what keeps nagging at me as  
9 I'm reading about all of the costs I think  
10 we are going to end up having by additional  
11 police needed, et cetera, the funding for  
12 the human services community to address the  
13 addiction problems of gambling, alcoholism,  
14 and health problems of additional smoking  
15 that's related to gambling.

16 How come we're only talking about  
17 \$20 million? There is something wrong with  
18 this whole system. For me, it seems to be  
19 that the purpose of this is really not  
20 ultimately generating revenue for Nassau  
21 County. There are other answers. I  
22 personally don't think we should be taking  
23 the risk --

24 CLERK MORONEY: Your three  
25 minutes are up.

1 Full Committee/2-22-16

2 MS. SANFORD-GUISE: -- in order  
3 to keep OTB employed. And that seems how I  
4 keep coming down to it. The split is wrong  
5 and that should be enough of a reason for us  
6 not to proceed with this, certainly not at  
7 this time. Thank you.

8 CHAIRWOMAN GONSALVES: Thank you  
9 very much. Joanne Borden.

10 MS. BORDEN: Good afternoon. I  
11 repeated here many times that human rights  
12 are conferred by God and it's your job to  
13 protect those rights. Ted Cruz' Iowa caucus  
14 victory speech repeated those words exactly.  
15 Marco Rubio followed Cruz and also said  
16 human rights come from God and it's the  
17 government's job to protect those rights.

18 Transgender human rights are not  
19 the partisan issue you make it. A wise  
20 founding father said, "as we must account  
21 for every idle word, so must we account for  
22 every idle silence." You will ultimately  
23 account for your silence because it harms  
24 your transgender neighbors.

25 Scientists have proven over and

1 Full Committee/2-22-16  
2 over that transgender people are born  
3 transgender and thus created by the All  
4 Mighty. Transgenderism has no purpose.  
5 It's not a whim or a pervasion nor a  
6 lifestyle. Something inside forces us to  
7 stop lying about who we are.

8 Once again, I ask you to end your  
9 harmful discrimination which hurts us in  
10 most facets of life and is especially  
11 destructive in employment.

12 I ask you to clearly declare on  
13 the record that harmful discrimination is  
14 wrong. Some people along the way I stand  
15 here month after month asking in vain for  
16 justice. But I never question it. I am  
17 asking for justice, legal equality, because  
18 seeking liberty and justice for all is every  
19 citizen's pledge and duty.

20 For you, elected officials, it's  
21 a sacred duty and an obligation of your  
22 office to protect our God given birth right,  
23 our civil rights, our human rights. It's  
24 what your conservative candidates, your oath  
25 to the Republican party, what the Republican

1 Full Committee/2-22-16  
2 and tea party websites claim and boast  
3 about.

4 I'm asking you to pass the Gender  
5 Clarification Law and practice what your  
6 party now falsely claims. I'm asking you  
7 for equality under the law.

8 I'm asking you simply for  
9 justice. Thank you for listening.

10 CHAIRWOMAN GONSALVES: Rita Rose.

11 MS. ROSE: Good afternoon, ladies  
12 and gentlemen of the Legislature, members of  
13 my community. I would like to introduce  
14 myself. My name is Rita Rose but I am known  
15 worldwide by my nickname Rusty. You see, I  
16 am a pioneer in the modern day LBGTQ  
17 movement, and I cannot understand why the  
18 simple inclusion into the current bill is  
19 not forthcoming, gender actual and  
20 perceived.

21 Over the years I have listened to  
22 my friend Joanne Borden ask tirelessly for a  
23 change and amending of the current law.  
24 Many of you agree with her, but with all due  
25 respect, collectively you are disappointing.

1 Full Committee/2-22-16

2 I don't know why you are so contrary.

3 I ask, please do not put aside  
4 this any longer. Because the lack of  
5 clarification in the current Human Right  
6 Bill, many transgender, lesbian, and gays  
7 will be discriminated against in this  
8 county. Last year alone 270 transgender  
9 friends in my community have died. But I'm  
10 not going to stand here and plead with you  
11 year and year like Joanne does.

12 Instead, I'm going to use my  
13 status as pioneer in the community and I am  
14 going to petition members, both in the USA  
15 and abroad, and I'm going to ask them to  
16 join us here in Nassau County to help get  
17 proposed law 2014 included, gender actual  
18 and perceived.

19 I assure you, ladies and  
20 gentlemen, the turnout for this event will  
21 be peaceful, but it will be larger than our  
22 yearly March in Manhattan.

23 So, respectfully, I ask you to  
24 reconsider and please amend the current  
25 bill. Please add proposed law 2014 to the

1 Full Committee/2-22-16

2 current law.

3 Folks, its only a few words,  
4 gender actual and perceived, but it needs to  
5 be included because, although they are  
6 simple and few, these words will save lives.  
7 Thank you very much.

8 CHAIRWOMAN GONSALVES: I have one  
9 more speaker before we go into the Full Leg.  
10 I have Dr. Lynn Pombanyo.

11 DR. POMBANYO: Good afternoon,  
12 Presiding Officer Gonsalves and members of  
13 the Nassau County Legislature. I come to  
14 you as a trustee of the Incorporated Village  
15 of Floral Park, the former Superintendent of  
16 Schools in the Floral Park Bellerose School  
17 District, a life long educator, and, except  
18 for the past four years, a life long  
19 resident of Nassau County.

20 I thank you for your time and the  
21 opportunity to speak about our villages and  
22 school district's strong opposition to a  
23 proposed video lottery casino at Belmont  
24 Park.

25 In May of 2014, our New York

1                                   Full Committee/2-22-16  
2       State Comptroller, Thomas D'Napoli,  
3       published a report about the increasing role  
4       that gambling is playing in state budgets.  
5       His OAC report is very mixed. For any  
6       promising results or dollars that Mr.  
7       D'Napoli notes, he concludes the gambling  
8       gains are often offset by losses. He  
9       states, "Now with a new expansion underway,"  
10      referring to gambling including the  
11      authorization of VLTs, video lottery  
12      terminals, "more casinos will mean more  
13      gambling revenue and new jobs, but the long  
14      term impact for the state remains unclear.  
15      It will inevitably create both winners and  
16      losers in the years ahead."

17                                With the future of gambling and  
18      VLTs to be mixed at best, a gambling  
19      initiative that success depends on losers  
20      amongst our Nassau County residents and  
21      other citizens seems short sighted, ill  
22      advised, and cruel to those people.

23                                Looking next to the specifics of  
24      gambling and VLTs are slot machines, which  
25      have many similarities, there are numerous

1 Full Committee/2-22-16  
2 reports that single out the video game type,  
3 high speed gambling nature of VLTs and slot  
4 machines as more dangerous than betting on  
5 horses or purchasing Power Ball tickets and  
6 scratch offs.

7 In 2011, Leslie Stahl did a CBS  
8 60 Minutes' report entitled, "Slot Machines  
9 the Big Gamble." Ms. Stahl recalls the  
10 slots of the past when the gambler pulled a  
11 handle and hoped for three of a kind, which  
12 is now obsolete.

13 The modern slot machines and VLTs  
14 are high tech video games complete with  
15 music and dramatic special events. Hundreds  
16 of lines may appear at once and then every  
17 three and a half seconds. High speed means  
18 more bets and, at a successful casino,  
19 bigger losers.

20 Leslie Stahl's report is balanced  
21 with experts and gamblers citing the  
22 positive and very negative aspects of this  
23 21st Century form of high speed gambling.

24 Those who do represent the very  
25 sad and damaged minority, cite proximity to

1 Full Committee/2-22-16  
2 the gambling machines as the factor that has  
3 contributed most to their increasing use,  
4 abuse and addiction.

5 To conclude with proximity, not  
6 only do VLTs at Belmont bring many Nassau  
7 residents in closer proximity to this  
8 exciting high tech form of gambling, three  
9 high schools in my school district, which is  
10 the Sewanaka Centra High School District,  
11 and their 4,800 students at Elmont,  
12 Sewanaka, and Floral Park Memorial are  
13 within the 10 minute car ride to Belmont and  
14 what may be the ultimate video game  
15 adventure.

16 Those at H. Frank Carey and New  
17 Hyde Park Memorial as well as the three  
18 Valley Stream High Schools are only slightly  
19 further away, so proximity will be an issue  
20 for at least some of those thousands of  
21 students as well.

22 In closing, I ask that you read  
23 Thomas D'Napoli's report on gambling as well  
24 as those written by economists and other  
25 professionals. Please also view the 60

1 Full Committee/2-22-16  
2 Minutes videos, "Slot Machines, the Big  
3 Gamble," easy to access on You Tube.

4 Finally we hope that you will  
5 take the car ride from one of our high  
6 schools to Belmont. See how quick and easy  
7 it is and while you're there take a quick  
8 look at the Floral Park Bellerose School  
9 field and playground all right up against  
10 Belmont's north parking lot.

11 If not, I know from a long  
12 history of first hand experience at many of  
13 your high schools, that video lottery  
14 casinos are not what we envisioned around  
15 the corner for our next generation. We are  
16 creating the future for all of them. Let's  
17 please do it carefully and wisely. Thank  
18 you.

19 CHAIRWOMAN GONSALVES: Thank you.  
20 I have -- I'm not too sure I can read it.  
21 Is there a Daniel Degrobt here, speaking on  
22 behalf of transgender?

23 MR. DEGROBT: That's me.

24 CHAIRWOMAN GONSALVES: What is  
25 your name?

1 Full Committee/2-22-16

2 MR. DEGROBT: My name is Daniel  
3 Degrobt.

4 CHAIRWOMAN GONSALVES: Okay,  
5 Daniel. I got it.

6 MR. DEGROBT: I've been here two  
7 times before.

8 CHAIRWOMAN GONSALVES: I know you  
9 have.

10 MR. DEGROBT: So, basically, my  
11 concern is that transgender individuals in  
12 Nassau County don't have the same rights as  
13 all other individuals and I still can't  
14 understand why this is the case. They pay  
15 the same taxes as every one else does, they  
16 breathe the same air everyone else does.  
17 They have the same feelings that every one  
18 else does. They're no different than anyone  
19 else, than any other individual but, yet,  
20 they're not treated that way.

21 The whole purpose -- we say every  
22 day when we do the Pledge of Allegiance, one  
23 nation, for liberty and justice for all.  
24 And, when this is the case, it violates that  
25 principal because there isn't just for

1 Full Committee/2-22-16

2 everyone when transgender individuals are  
3 discriminated and aided against.

4 Not only that, they are put in  
5 dangerous positions because if someone is  
6 forced to use the incorrect bathroom,  
7 they're put into a position to be attacked  
8 by someone or even worse. No one seems to  
9 be doing anything about it in Nassau County.  
10 I don't get why that is.

11 I know people don't have a  
12 problem with people being able to use the  
13 right bathrooms but it just seems like here  
14 in Nassau County, you know, everyone can't  
15 get together and vote on a simple thing to  
16 amend an amendment to allow this to happen.  
17 It's really troublesome. Please do the  
18 right thing. Please vote on this today.  
19 Please.

20 CHAIRWOMAN GONSALVES: Thank you  
21 very much, Daniel. I have two more slips  
22 even though we are going over the time limit  
23 I think that we can hear from Yuki Endo.

24 MS. ENDO: My name is Yuki Endo,  
25 resident of Jackson Heights, Queens, and I

1 Full Committee/2-22-16  
2 represent two non profit organizations, Long  
3 Island Bus Riders Union fighting for better  
4 bus service in Long Island and Citizen  
5 Defending Libraries, fighting to save public  
6 libraries and developer destruction of  
7 public assets. I am also animal rights  
8 activists.

9 Please do not build casinos  
10 anywhere in Long Island because casinos are  
11 very bad for our environment. Why casinos  
12 will be bad for the environment? It will  
13 create more traffic, which means more air  
14 pollution, it will increase, and it will be  
15 unsafe for the people who have asthma, or  
16 people who cannot go out in sunlight.

17 If a casino is built in Belmont  
18 Park, part residents who live in Belmont  
19 Park will lose their parking spaces. Cross  
20 Island Parkway does not have service road,  
21 and it will increase traffic flows on  
22 surrounding streets including dangerous  
23 Hempstead Turnpike and it will also increase  
24 commuter time for both bus riders and  
25 motorists.

1 Full Committee/2-22-16

2 If casino is built in Belmont  
3 Park, both NICE Bus N6, Q2/Q-110 buses will  
4 be overcrowded and bus riders will be more  
5 frustrated for longer wait for the bus.

6 If casino is built at Belmont  
7 Park, and if it becomes 24 hour, there will  
8 be loud racket and will happen, and causing  
9 disturbance to quiet neighborhood of Queens  
10 and Long Island. This also applies to  
11 Suffolk County as well.

12 If the casino is built, casino  
13 folks will be more greedy and ask to make  
14 Belmont Park station on Long Island Railroad  
15 open every day, which will result less  
16 service on the main lines which Hempstead  
17 and Huntington train do not run very often,  
18 causing more longer wait for Long Island  
19 Railroad riders.

20 Imagine if during Belmont Park  
21 Stakes event and Casinos mix together,  
22 Belmont Park Station will be extremely  
23 dangerous and unsafe.

24 There is no need for casinos in  
25 Long Island because there is already Resort

1 Full Committee/2-22-16  
2 World Casino at Aqueduct Racetrack in South  
3 Ozone Park, Queens, Empire City Casino at  
4 Yonkers Raceway in Westchester County, and  
5 Foxwood Casinos and Mohegan Sun Casino in  
6 Connecticut, which are all driving distances  
7 via parkways, expressways, or  
8 Bridgeport-Port Jefferson Ferry which casino  
9 supporters could afford because they're  
10 rich.

11 Casino will attract crime and  
12 drunk driving.

13 Also, casinos will cause major  
14 major headache for emergency responding  
15 vehicles with insane casino traffic.

16 Imagine if casino is built at  
17 Belmont Park, and gun violence happens  
18 inside casino and if someone gets injured by  
19 gun bullet? You'll be calling emergency  
20 vehicle to get to scene, but with casino  
21 traffic, ambulances or firefighters will not  
22 make on time and person's life might be lost  
23 because of heavy traffic.

24 If the casino is built near  
25 Medford, there will be more traffic on Long

1 Full Committee/2-22-16

2 Island Expressway and surrounding streets.

3 Eastern Queens and Long Island  
4 has many quiet neighborhood and these people  
5 don't want casinos. Not at Belmont Park,  
6 Inwood, Westbury, Medford or anyone anywhere  
7 in Long Island.

8 This is the reason why I say no  
9 casino in Long Island. No OTB. Thank you  
10 for your cooperation.

11 LEGISLATORS SOLAGES: Presiding  
12 Officer, is it possible that we could have  
13 just a copy of the writing of that  
14 statement?

15 CHAIRWOMAN GONSALVES: I believe  
16 he submitted it.

17 Our last speaker is Mr. Budnick  
18 and I'm glad that we were able to do all of  
19 it before we go into the Full Leg meeting.  
20 Mr. Budnick.

21 MR. BUDNICK: Good afternoon. My  
22 compliments to each and every one of you for  
23 doing this every time you meet. God bless  
24 each and every one of you.

25 Good afternoon. I'm here to

1 Full Committee/2-22-16

2 speak about the heroin and other drug  
3 problems that are afflicting Nassau County.

4 Up until about ten years ago,  
5 there was a place in Nassau County called  
6 Topic House that was -- it came to past. It  
7 no longer exists, for Young people and other  
8 folks in Nassau County who have severe drug  
9 problems. There are I believe 12 beds in  
10 Nassau Medical Center and about the same at  
11 North Shore. Those are obviously not  
12 anywhere near enough to address the problem.

13 I think that something like, or,  
14 indeed, the Michael Nungio Petito Memorial  
15 Topic House should be recreated. Places  
16 that are within the realm of possibility are  
17 at the west end beyond where Nassau  
18 Community College ends over in the Mitchell  
19 Field area. The vacant floors at the tower  
20 at Nassau University Medical Center and  
21 there are several other locations.

22 We are having too many young  
23 people die. Too many young people are  
24 becoming addicted and have no where to turn.  
25 Thank you very much and God bless you. Have

1 Full Committee/2-22-16

2 a wonderful day. My compliments to you one  
3 and all.

4 CHAIRWOMAN GONSALVES: Thank you,  
5 Mr. Budnick. Before we go into the Full  
6 Leg, I just want you to know that at 4  
7 o'clock today we will have a recognition of  
8 Black History Month and these are mostly  
9 young students from the neighboring  
10 communities, and, hopefully some of you will  
11 remain. It shouldn't be too long. So, from  
12 now until the program begins.

13 I'm inviting you to please come,  
14 or go out and come back, and the enjoy the  
15 recognition that we are planning for this  
16 afternoon.

17 Without any further ado, it is  
18 now time to go into the Full Legislative  
19 calendar.

20 Mr. Moroney, we have two  
21 hearings, would you please call the first  
22 hearing.

23 CLERK MORONEY: Yes. Hearing on  
24 Resolution Number 26 of 2016, a resolution  
25 to adopt the four year capital plan for the

1 Full Committee/2-22-16  
2 County of Nassau to commence January 21,  
3 2015 pursuant to the provisions of Section  
4 310 of the County Government Law of Nassau  
5 County.

6 LEGISLATOR DUNNE: So moved.

7 LEGISLATOR WALKER: Second.

8 CHAIRWOMAN GONSALVES: Moved by  
9 Legislator Dunne, seconded by Legislator  
10 Walker. All those in favor of opening the  
11 hearing, signify by saying aye.

12 (Aye.)

13 Any opposed?

14 (No verbal response.)

15 The hearing is now open. We are  
16 going to recess the hearing.

17 LEGISLATOR ABRAHAMS: It's my  
18 understanding in regards to the capital  
19 hearing that there will be some amendments  
20 that will be forthcoming?

21 CHAIRWOMAN GONSALVES: That's  
22 what I was going to say, since we have not  
23 received the amendments so that we can  
24 address them here in the hearing, I'm asking  
25 that we recess the hearing on Resolution 26.

1 Full Committee/2-22-16

2 The hearing resolution number 26. Clerk  
3 Item 1 on your calendar. Item 1.

4 We are waiting for the amendments  
5 to be filed and, until those amendments are  
6 filed, there is really nothing to discuss  
7 here at the hearing. So that's why we are  
8 recessing and I will give you an indication  
9 as to when we will be reconvening the  
10 hearing.

11 The second hearing, Mr. Moroney,  
12 please call Item Number Two.

13 CLERK MORONEY: Hearing on  
14 Resolution 27 of 2016, resolution to adopt  
15 the four year capital plan for the County of  
16 Nassau to commence January 1, 2016 pursuant  
17 to the provisions of Section 310 of the  
18 County Government Law of Nassau County.

19 CHAIRWOMAN GONSALVES: Motion to  
20 open the hearing.

21 LEGISLATOR DUNNE: So moved.

22 LEGISLATOR WALKER: Second.

23 CHAIRWOMAN GONSALVES: Moved by  
24 Legislator Dunne, seconded by Legislator  
25 Walker. Again, all those in favor of

1 Full Committee/2-22-16

2 opening the hearing, signify by saying aye.

3 (Aye.)

4 Any opposed?

5 (No verbal response.)

6 The hearing is now open and for  
7 the same reasons we will recess Item 2 or  
8 the hearing on Resolution 27 because we are  
9 waiting for the appropriate projects that  
10 need to be incorporated in the hearing.

11 So, now, because the next items,  
12 three, four, five, six, seven, and eight  
13 pertain to the capital project so, because  
14 we're now going to hear the items on one and  
15 two, we are not going to be calling those  
16 items. Now, before I entertain the next two  
17 items, I need to ask a question.

18 Item 9 will not be called as  
19 well. Move on to Item 10. And,  
20 Mr. Moroney.

21 CLERK MORONEY: Yes. Resolution  
22 28 of 2016 is a resolution to authorize the  
23 transfer of appropriations heretofore made  
24 within the budget for the year 2016.

25 CHAIRWOMAN GONSALVES: Motion,

1 Full Committee/2-22-16

2 please.

3 LEGISLATOR DUNNE: So moved.

4 LEGISLATOR FORD: Second.

5 CHAIRWOMAN GONSALVES: Moved by  
6 Legislator Dunne, seconded by Legislator  
7 Ford.

8 Are there any questions or  
9 comments regarding Item 10? It's your item,  
10 Minority Leader Abrahams, is there anything  
11 you would like to say regarding this item,  
12 Item 10?

13 LEGISLATOR ABRAHAMS: Yes. This  
14 is an item that is necessary for us to make  
15 some changes within our own budget. It has  
16 no fiscal impact on the remaining of the  
17 year. It just basically allows us to move  
18 around some budgetary resources throughout  
19 our budget, and we should still fall within  
20 our budget allocation for our department for  
21 fiscal year 2016.

22 CHAIRWOMAN GONSALVES: Questions  
23 or comments from the legislators?

24 (No verbal response.)

25 Is there any public comment?

1 Full Committee/2-22-16

2 (No verbal response.)

3 There being none, all those in  
4 favor of Item 10 signify by saying aye.

5 (Aye.)

6 Any opposed?

7 (No verbal response.)

8 The item passes unanimously.

9 We are now in recess. I'm going  
10 to take a short break before we go into  
11 Rules and then we will come back for the  
12 Rules Committee. Hopefully some of you are  
13 going to stay, I hope, because there is a  
14 very very good program expected at 4  
15 o'clock. So I'm taking a brief recess  
16 between now and the Rules Committee. Please  
17 don't go away. We should be back very  
18 shortly in about 10, 15 minutes.

19 (Whereupon, the Full Legislative  
20 Committee recessed at 2:39 p.m.)

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C E R T I F I C A T E

I, FRANK GRAY, a Shorthand Reporter and Notary Public in and for the State of New York, do hereby stated:

THAT I attended at the time and place above mentioned and took stenographic record of the proceedings in the above-entitled matter;

THAT the foregoing transcript is a true and accurate transcript of the same and the whole thereof, according to the best of my ability and belief.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of March, 2016.

-----

FRANK GRAY

Contract ID#: COSS13000013



Department: Social Services \_\_\_\_\_

R48

**E-13-16**

**Contract Details**

SERVICE Preventive Services

NIFS ID #: CLSS16000005

NIFS Entry Date: 12/22/15

Term: from 01/01/16 to 12/31/16

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

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

**Agency Information**

Vendor	
Name Berkshire Farm Center & Services for Youth	Vendor ID#141368125-02
Address 13640 Route 22, South Canaan, NY 12029	Contact Person Timothy Giacchetta E-mail: tgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax: 631 420-4460

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

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	12/22/15	[Signature]	
	OMB	NIFS Approval <input type="checkbox"/>	12/28/2015	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/30/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/30/15	[Signature]	
12/31/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/31/15	[Signature]	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	1/8/16	Concetta A. Petrucci	
	Rules <input checked="" type="checkbox"/> / Leg. <input type="checkbox"/>				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
1/6/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/6/16	[Signature]	

**Contract Summary**

Description: Preventive Services

PR5254 (8/04)

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE

27

J-81-9



**Purpose:** We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

**Method of Procurement:** RFP was issued.

**Procurement History:** We have been using this vendor for many years.

**Description of General Provisions:** The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

**Impact on Funding / Price Analysis:** Federal 30% State 45% County 25%

**Change in Contract from Prior Procurement:** No change

**Recommendation:** (approve as submitted)

### Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$142,787.50
Federal	\$171,345.00
State	\$257,017.50
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$571,150.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	SSGEN7600/TT714	\$571,150.00
5		\$
6		\$
<i>D. Imato</i> 12/30/15 <b>TOTAL</b>		<b>\$571,150.00</b>

RENEWAL	
% Increase	
% Decrease	

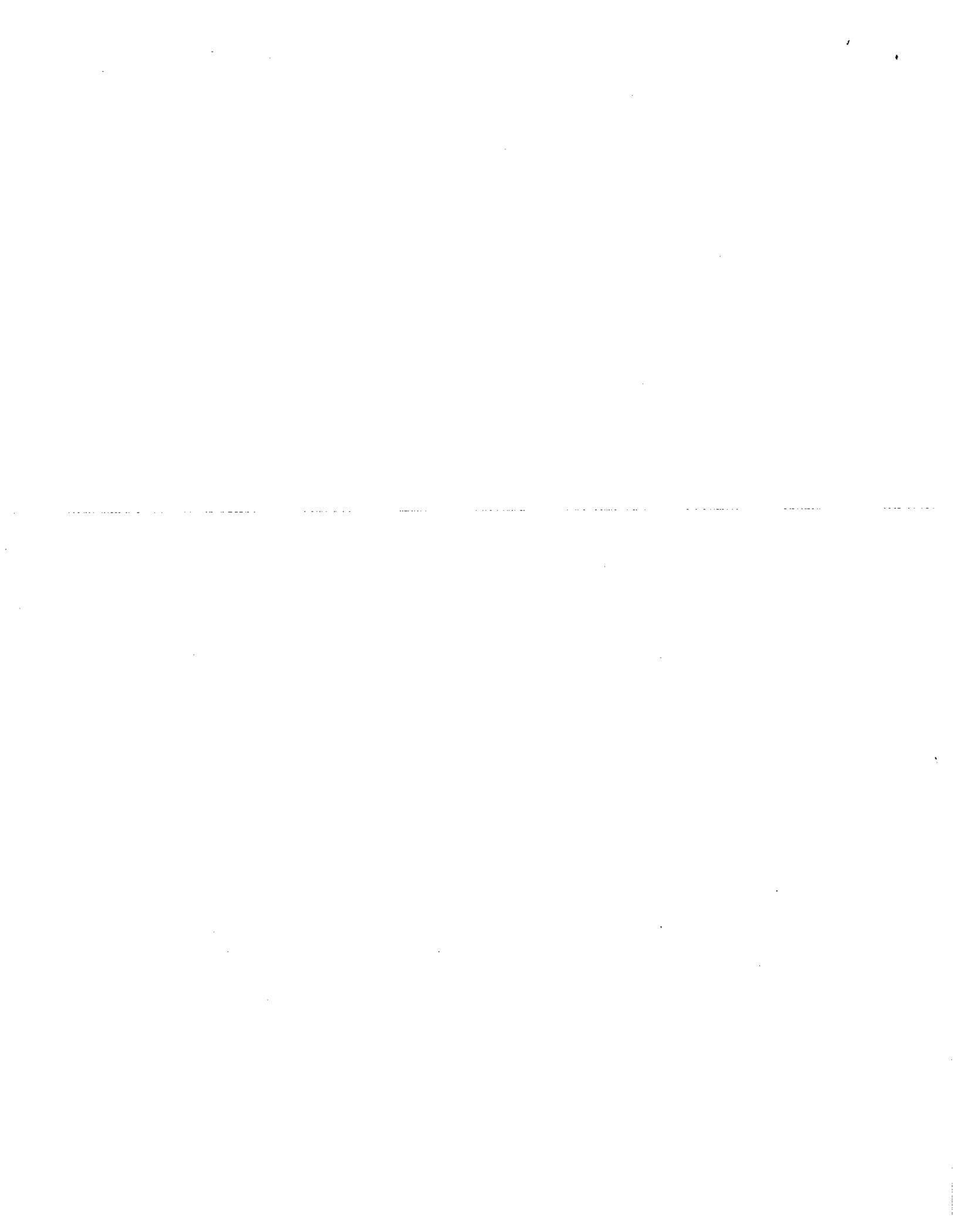
Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>1/6/16</i>
Date	Date	(For Office Use Only)

**E #:**

125792



E-13-16

RULES RESOLUTION NO. 48 - 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF  
OF THE DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE  
FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 2-22-16  
VOYING:  
ayes 4 nays 0 abstained 3 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Berkshire Farm Center and Services for Youth extending the term and extending payment, respecting the providing services to children and families for preventive services as they pertain to those who are at immediate risk of having a child placed in foster care, a copy said amendment 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 amendment to the agreement with Berkshire Farm Center and Services for Youth.

21-81-3

26

0 7 2 0 2  
21-81-3

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: Berkshire Farm Center & Services for Youth

CONTRACTOR ADDRESS: 13640 Route 22, South Canaan, NY 12029

FEDERAL TAX ID #: 141368125-02

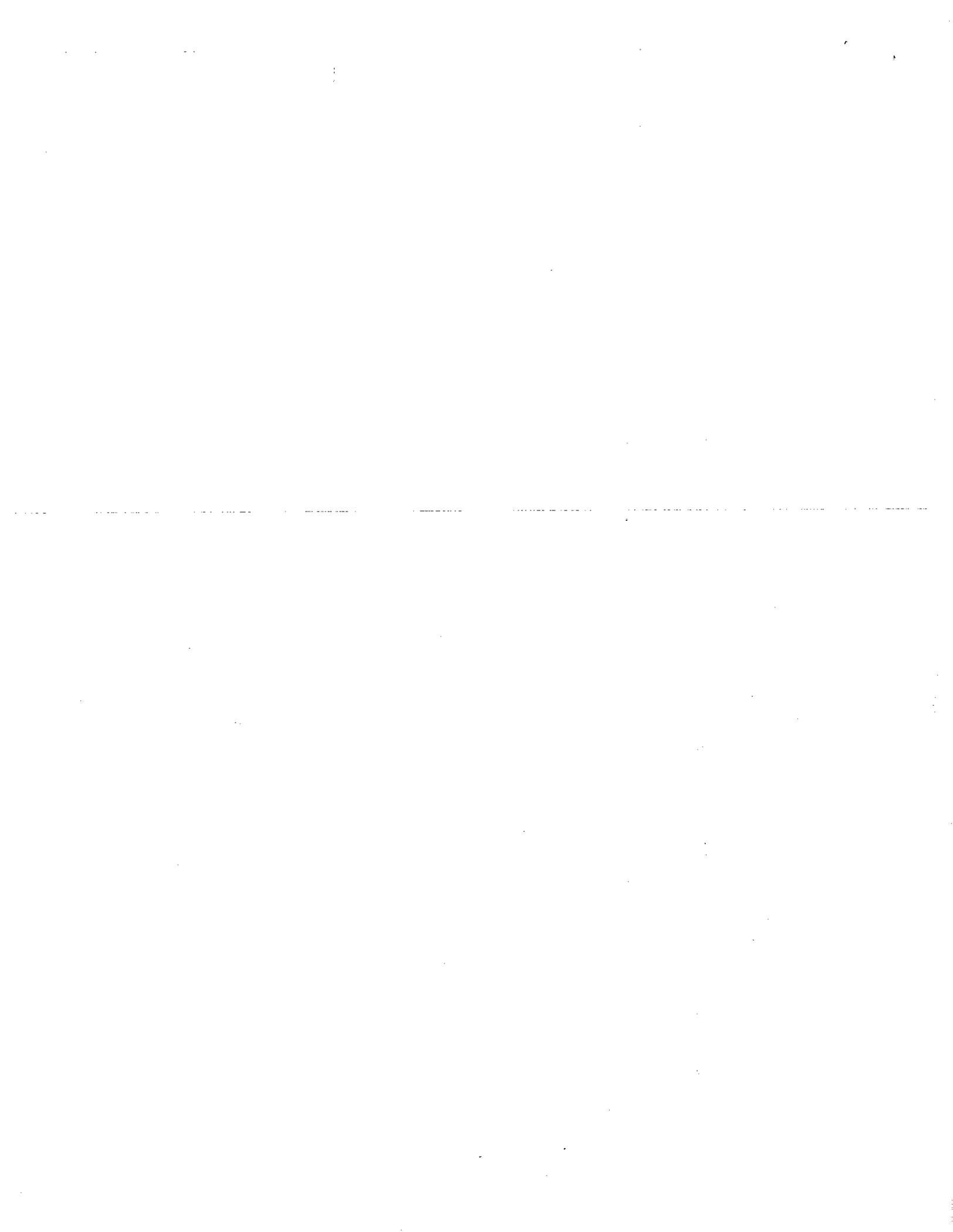
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***Instructions:*** Please check the appropriate box (“”) after one of the following roman numerals, and provide all the requested information.

**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 March 20, 2009. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on April 28, 2009. Five (5) proposals were received and evaluated. The evaluation committee consisted of: three members of the Comptroller’s Office and one member of the County Executive’s Office. 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 SEPTEMBER 6, 2013 [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 AN RFP WAS ISSUED.

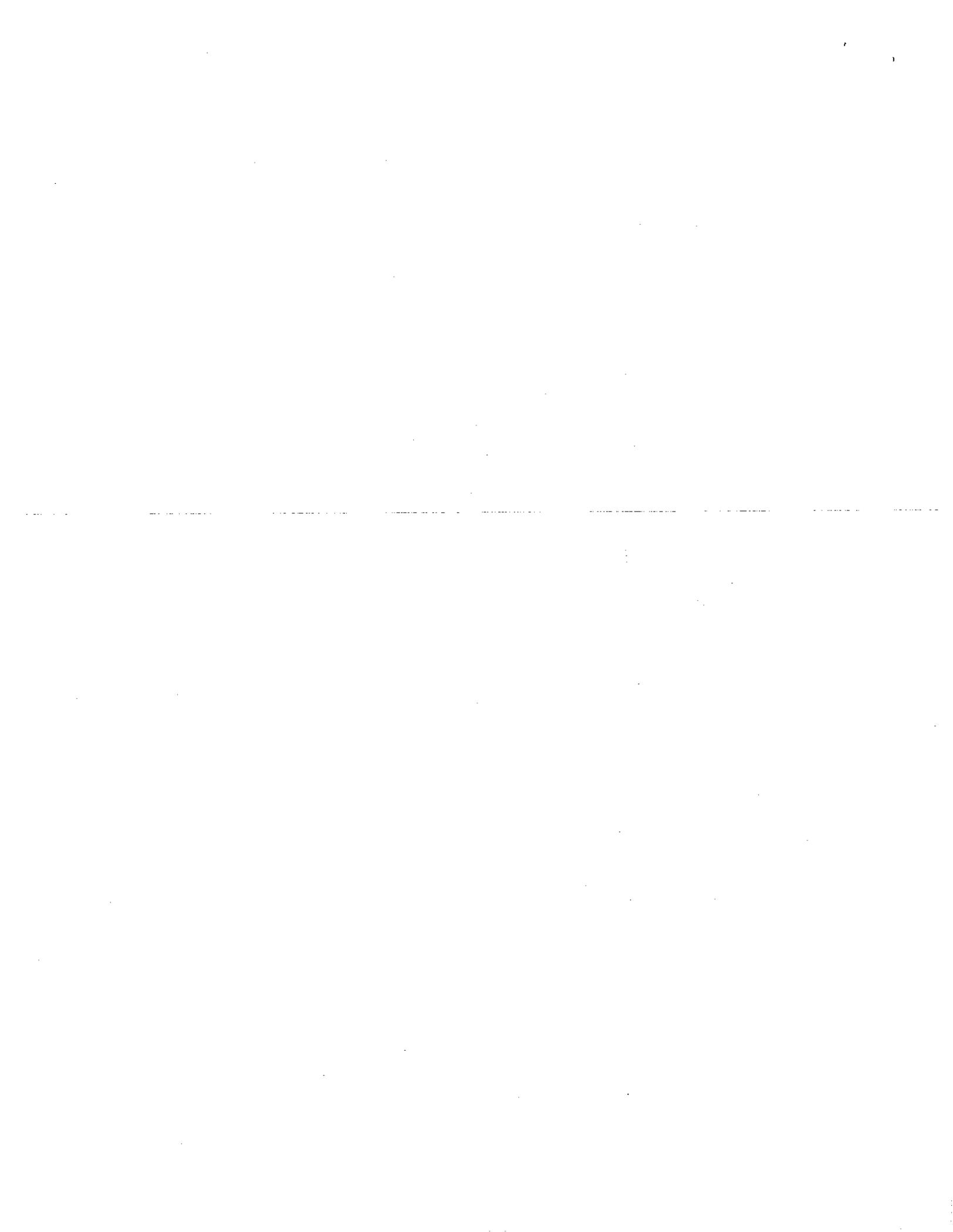
\_\_\_\_\_ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the 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<sub>2</sub> 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**

12-22-15  
**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*





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

### Contractor Evaluation Form

Contract Number: .....

Contract Name: BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Service Provided: PREVENTIVE

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: MARIA LAURIA

Date: .....

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

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

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

Do you recommend the contractor for future contracts? Yes No

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

Berkshire responds timely to new assignments. They are not always timely in the completion of work to allow for the family transfer of cases. There are concerns about the ability of some staff which has been discussed with their administration. While there is improvement over the past year.

38987

Consistent deficits remain.

Tim Summers

## Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors:

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

*Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

*Responsiveness to DSS Requests*

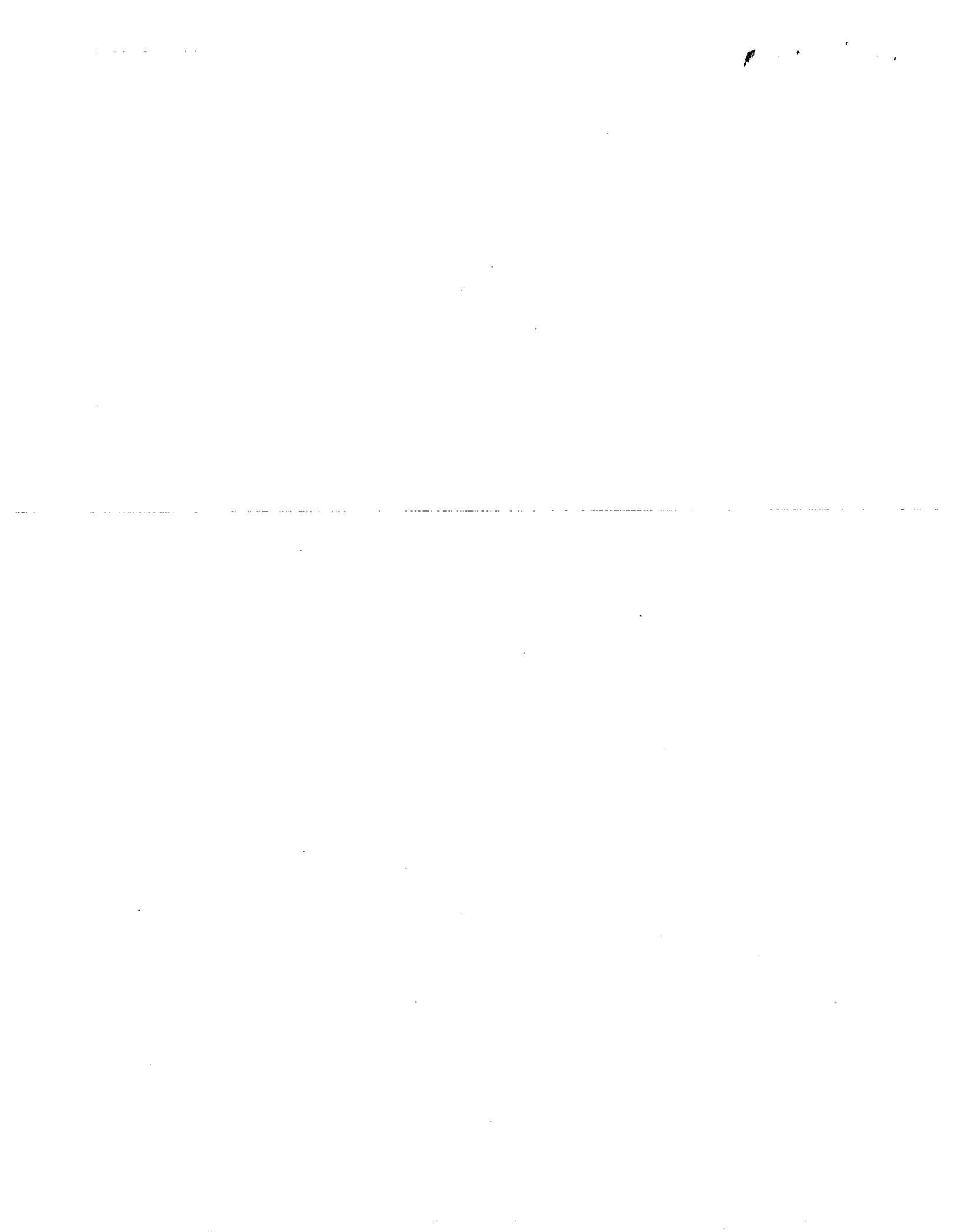
- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

*Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

*Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

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

Date: December 22, 2015

**Subject: Berkshire Farm Center & Services for Youth (Preventive Services)  
Renewal 2016**

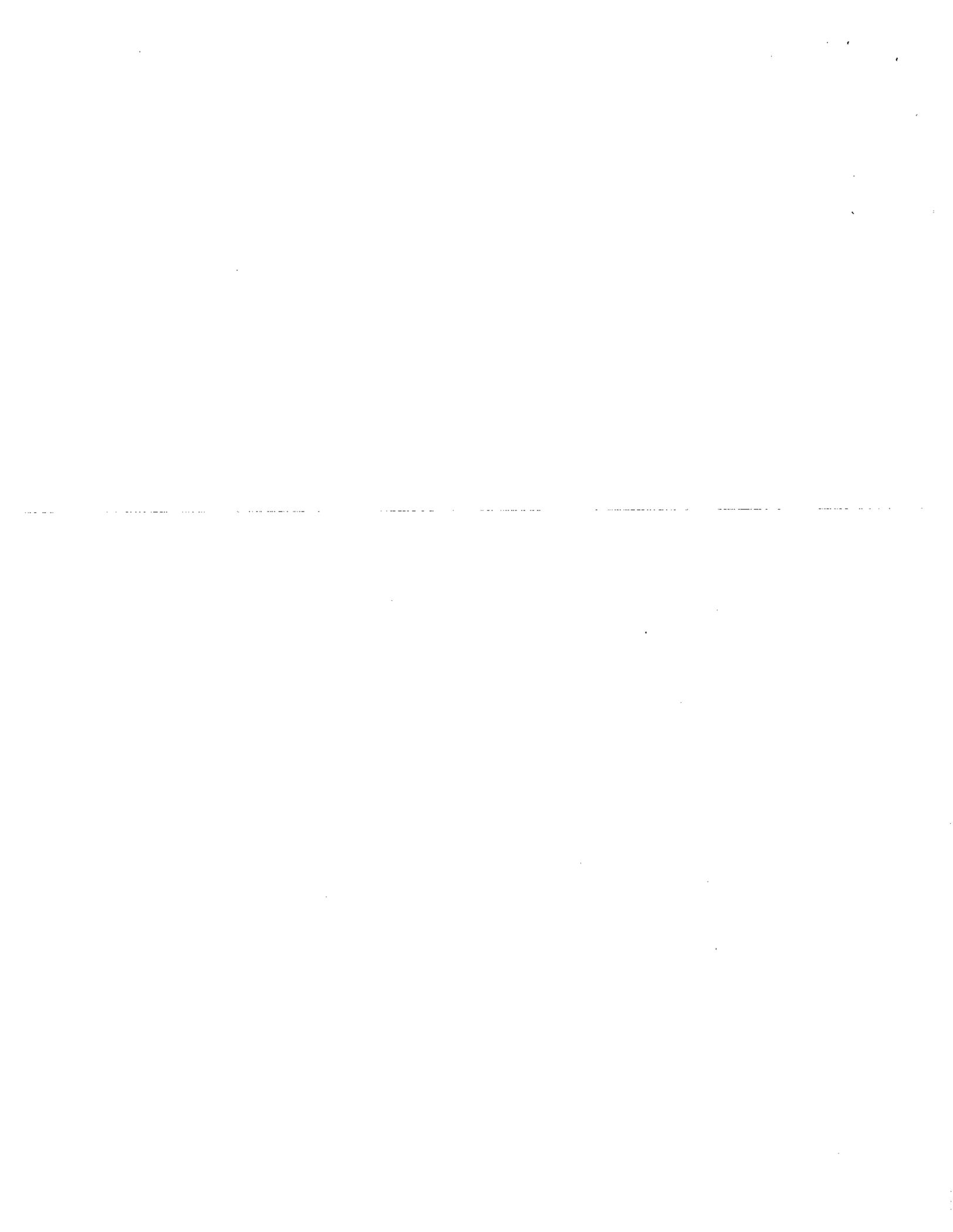
Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 6, 2015, notifying him of the above fact. Further attached is a letter from Richard Dopkin, Vice President of Nassau Local 830 CSEA dated November 17, 2015. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. DSS met with CSEA on December 17, 2015 and the objection was withdrawn by CSEA.

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

Att.  
10099  
126056







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

November 6, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Re. – Contract: Berkshire Farm Center & Services for Youth  
Family Wrap Around Program, Preventive Services Renewal 2016

Dear Mr. Tuifel:

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

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

Sincerely,

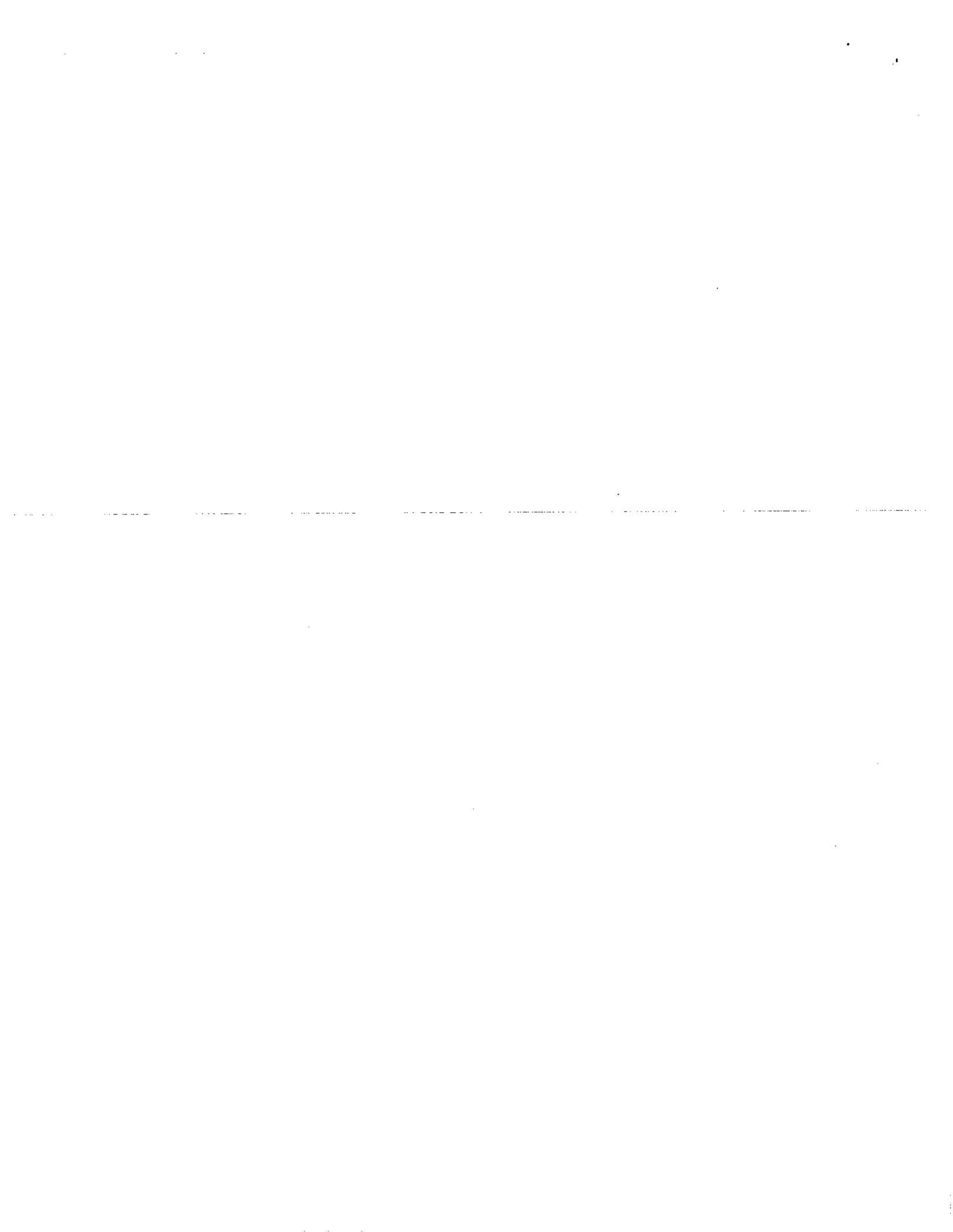
A handwritten signature in black ink, appearing to be "S/".

Michael A. Kanowitz  
Planning & Research

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

ENCLOSURE

13792  
125394



# The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



**NASSAU LOCAL 830**

11/17/15

Jerry Laricchiuta  
PRESIDENT

Ron Gurrieri  
Exec. Vice President

Scott Mulholland  
Vice Pres.

Kenneth Nicholson  
Vice Pres.

Lynne Kramer  
Vice Pres.

Robert Arciello  
Vice Pres.

Ernest Jackson  
Vice Pres.

Robert Campo  
Vice Pres.

Gary Volpe  
Vice Pres.

Ana O'Gorman  
Vice Pres.

Barbara Lang  
Vice Pres.

Richard Dopkin  
Vice Pres.

Glen Tuifel  
Vice Pres.

Nancy Ianson  
Secretary

Debra O'Connell  
Treasurer

Paul Broderick, Deputy Commissioner  
Nassau County Dept. of Social Services  
60 Charles Lindbergh Blvd.  
Uniondale, N.Y. 11553-3686

Re: Berkshire Farm Center & Services for Youth 2016

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on November 13, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Notwithstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

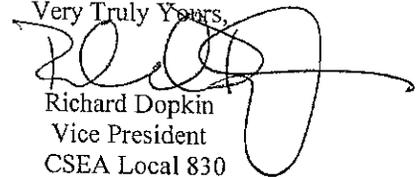
Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

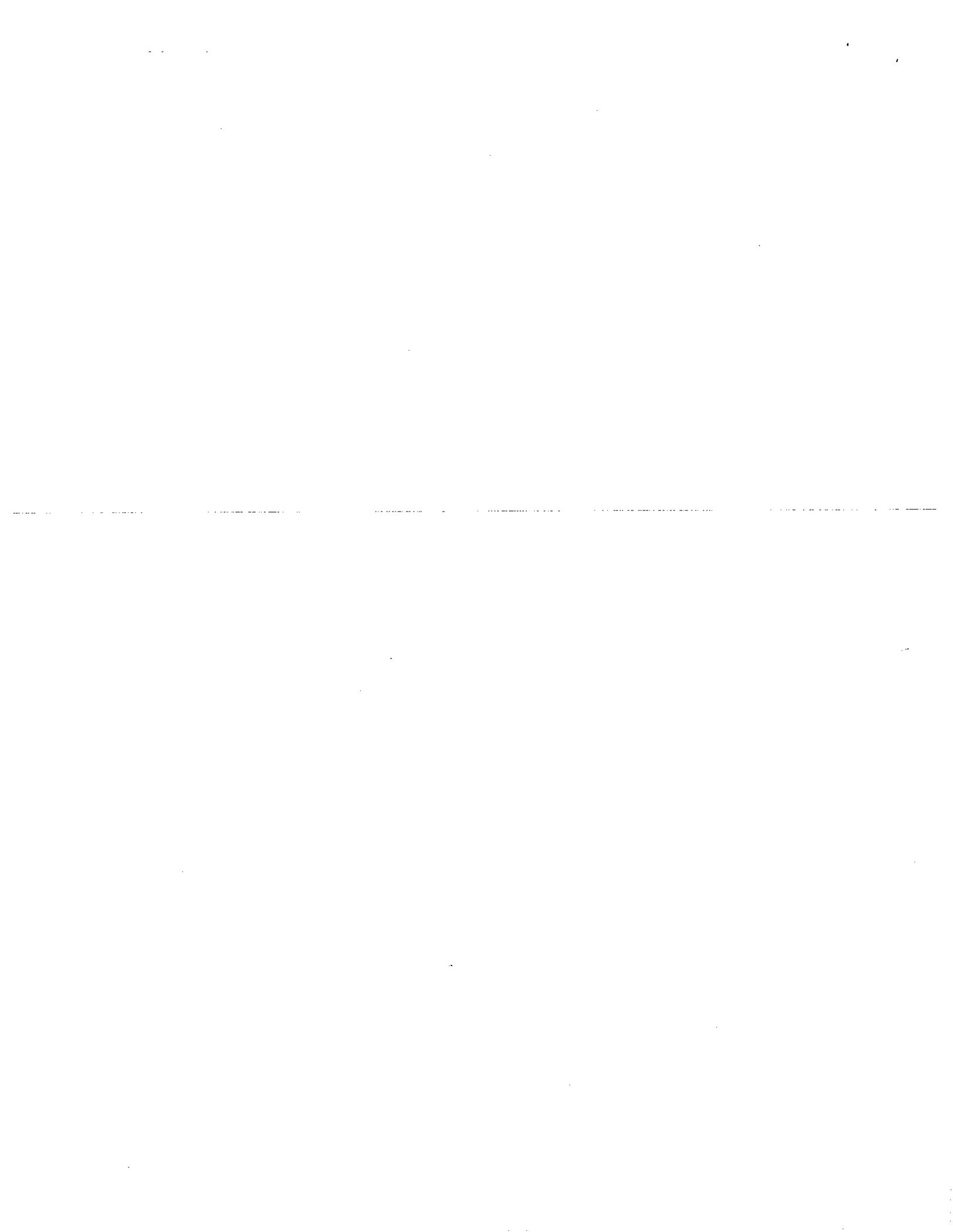
Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,



Richard Dopkin  
Vice President  
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830  
Jason Perkowski, Unit President  
Keith Cromwell, Office of Labor Relations  
File



**AMENDMENT NO. II**

This AMENDMENT, dated as of January 1, 2016, (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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, as amended by the amendment executed on behalf of the County on February 27, 2015 (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, The term of the Original Agreement is from September 1, 2013 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (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 One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 (\$1,306,566.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

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

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

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy One Thousand One Hundred Fifty Dollars and 00/100 (\$571,150.00), payable for Services rendered during the renewal term under this Amendment, so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Eight Hundred Seventy Seven Thousand Seven Hundred Sixteen Dollars and 33/100 (\$1,877,716.33) (the "Amended Maximum Amount").



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

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

  
By: \_\_\_\_\_  
Name: Jim Dennis  
Title: CEO  
Date: 11/23/15

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
 Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK







**AMENDED Exhibit B**  
January 1, 2016 to December 31, 2016



**Nassau County Human Services  
Universal Budget Form**

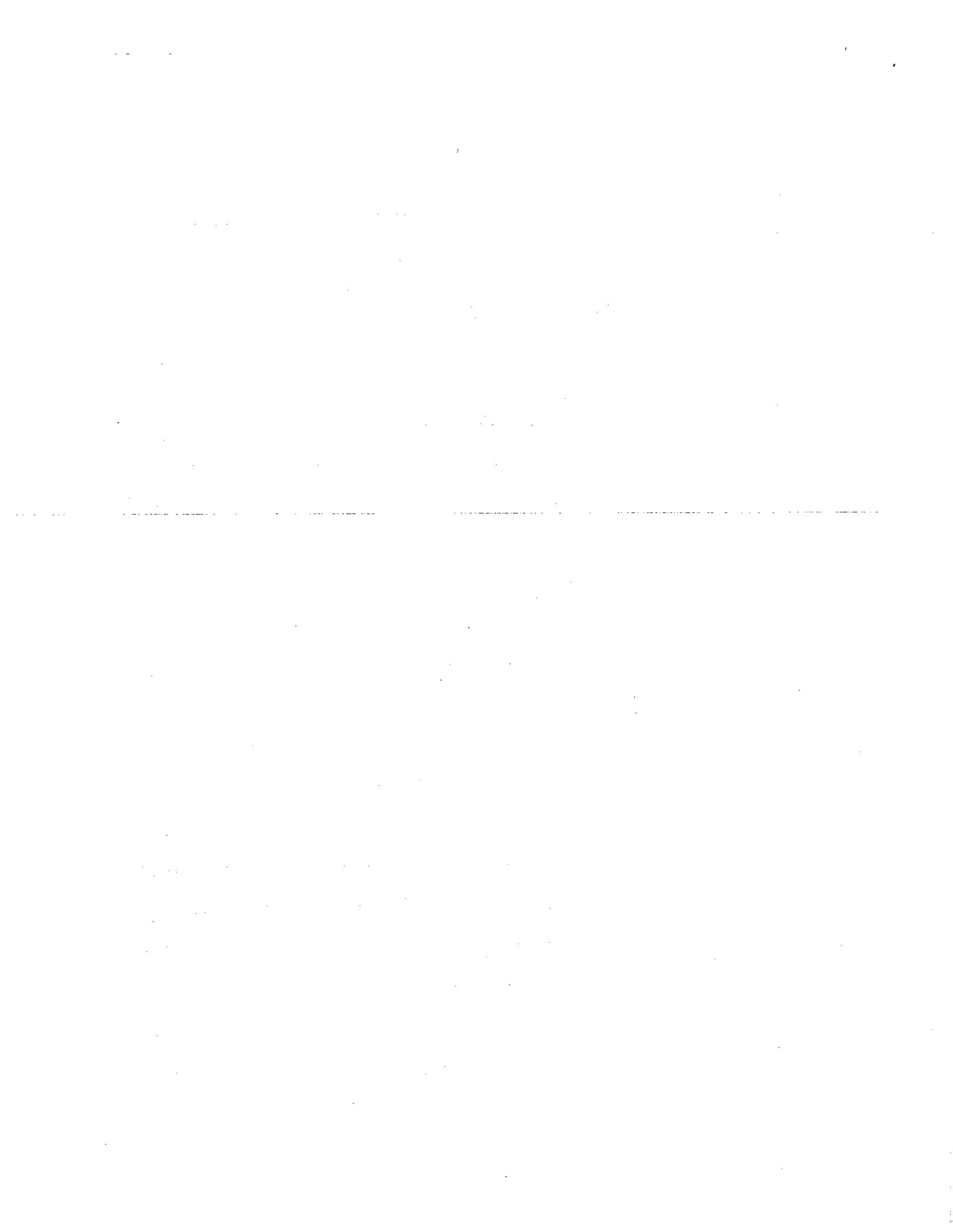
**Contract #** \_\_\_\_\_

**Contract Name:** Berkshire Farm Center & Services for Youth

**Program Name:** Nassau Family Connections

**Budget Summary**

<b>Line #</b>	<b>Expense type</b>	<b>Total \$</b>
1a	Salary	\$329,561
1b	Fringe	\$112,051
1 Total	Personnel (Salary plus Fringe)	\$441,612
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$20,500
4	Equipment	\$1,500
5	Supplies	\$1,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$2,500
9	Other Costs	\$21,615
10	Administrative Overhead	\$51,923
	Gross Expenditures (Lines 1 – 10)	\$571,150
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$571,150
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$571,150



E-13-16

COUNTY OF NASSAU

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

- 1. Name of the Entity: Berkshire Farm Center  
 Address: 13640 Route 22  
 City, State and Zip Code: Canaan NY 12029
- 2. Entity's Vendor Identification Number: 1000013733
- 3. Type of Business:  Public Corp  Partnership  Joint Venture  
 Ltd. Liability Co  Closely Held Corp 501(c)3 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 sheet

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.

N/A

21-513

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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.

*BUFSD*

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. 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):

*N/A*

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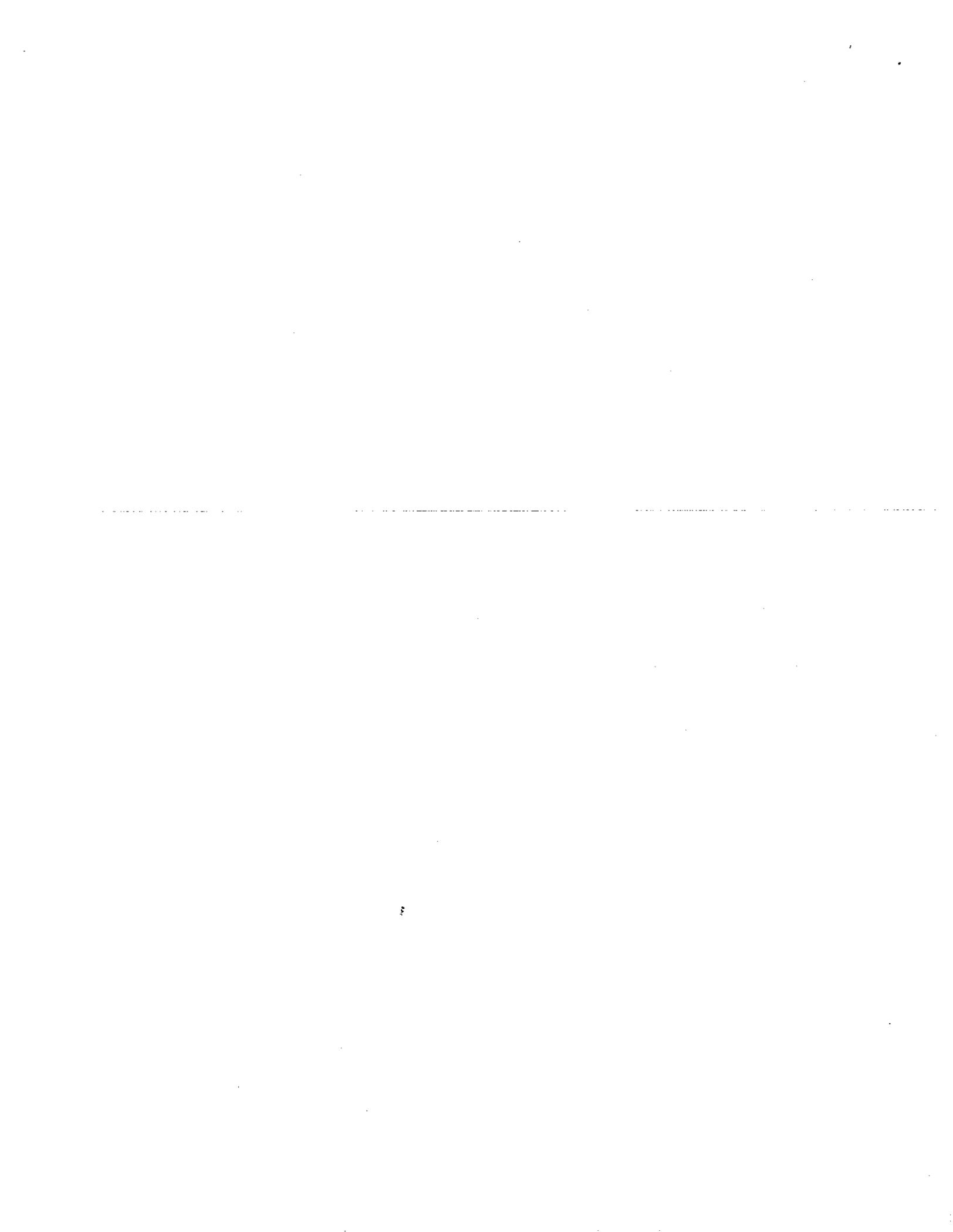
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(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

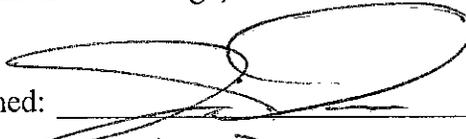
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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:

9/2/15

Signed:



Print Name:

Jim Dennis

Title:

CEO





**BERKSHIRE**  
FARM CENTER & SERVICES FOR YOUTH

**OFFICERS & BOARD OF DIRECTORS**

**BOARD CHAIRMAN**

Mr. Robert A. Kandel

**DIRECTORS**

Ms. Suzy Akin

Mr. Conor Boyd

Ms. Marcia Callender

Ms. Jan Finger Geniesse

Ms. Elizabeth Herbst-Brady

Mr. James Matison

Ms. Lucia Skwarek

Mr. Eric Twombly

Ms. Kathy Valyi

**DIRECTORS EMERITUS**

*Katharine McQuarrie (2012)*

*Mr. Douglas M. Loudon (2013)*

**CHAIRMAN EMERITUS**

Mr. Charles H. Mott

**EXECUTIVE COMMITTEE  
2015 / 2016**

Robert Kandel  
Charles Mott  
Jan Geniesse  
James Matison

*Updated June 3, 2015*



**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.



### Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 11-10-15

1) Bidder's/Proposer's Legal Name: Berkshire Farm Center & Services for Youth

2) Address of Place of Business: 13640 Route 22

List all other business addresses used within last five years:

\_\_\_\_\_

3) Mailing Address (if different): \_\_\_\_\_

Phone: (518) 781-4567

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: 060529987

5) Federal I.D. Number: 14-1368125

6) The bidder/proposer is a (check one):  Sole Proprietorship  Partnership  Corporation  Other (Describe) 501(c)3

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes  No  If Yes, provide details: \_\_\_\_\_

10) Has the bidder/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 bidder/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? No  Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No  Yes \_\_\_ 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? No  Yes \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No  Yes \_\_\_ 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? No  Yes \_\_\_ 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? No  Yes \_\_\_; 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? No  Yes \_\_\_ 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:

(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 as collection agent on behalf of Nassau County. *N/A*

(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 as collection agent on behalf of Nassau County. *N/A*

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. *N/A*

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.

*BFC Board of Directors adopted a Conflict of Interest Policy on June 26, 2004.*



Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the bidder's/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 bidder/proposer be other than an individual, the bid/proposal should 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); *New York*
- v) The number of employees in the firm; *650-700*
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. *130*

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

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

Company *Columbia County DSS*

Contact Person *Ronald Morales*

Address *25 Railroad Avenue - PO Box 458*

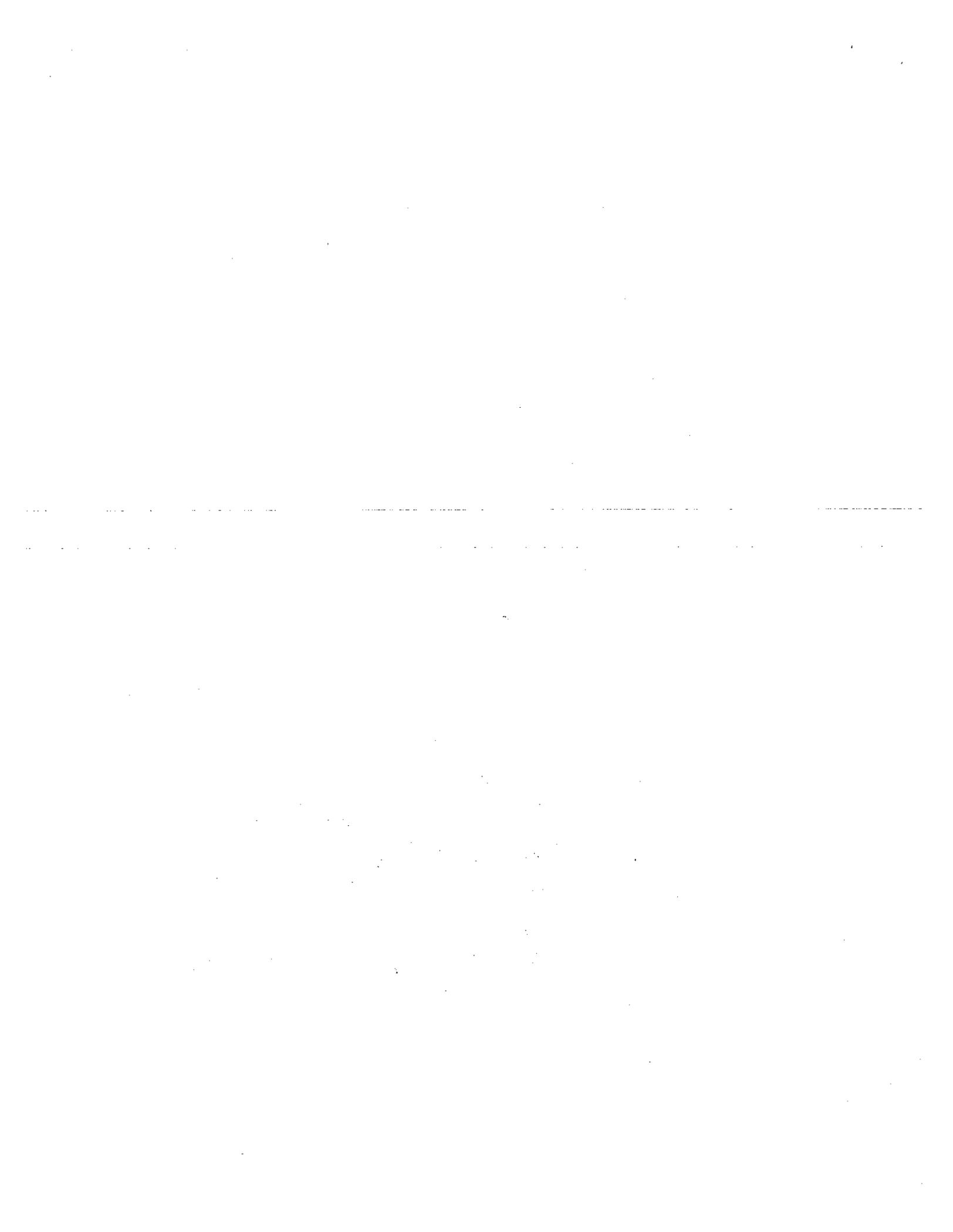
City/State *Hudson, N.Y 12534*

Telephone *(518) 828-9411 ext. 2170*

Fax # *(518) 828-5401*

E-Mail Address *Ronald.Morales@dca.state.ny.us*





Company Broome County DSS  
Contact Person Marc Day  
Address 36-42 Main Street  
City/State Binghamton, N.Y. 13905-3199  
Telephone (607) 778-2781  
Fax # (607) 778-2740  
E-Mail Address Marc.Day@dps.state.ny.us

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Company Westchester County DSS  
Contact Person Jean DeMarco  
Address 112 East Post Road  
City/State White Plains, N.Y. 10601  
Telephone (914) 995-2239  
main Fax # (914) 995-5411 fax - (914) 995-5688  
E-Mail Address jod7@westchester.gov.com



**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, Jim Dennis, 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<sup>rd</sup> day of November 2015

Deanna Harrington  
Notary Public

Deanna Harrington  
Notary Public, State of New York  
No. 01HA6196268  
Qualified in Rensselaer County  
Commission Expires Nov. 10, 2016

Name of submitting business: Berkshire Farm Center & Services for Youth

By: President / CEO Jim Dennis  
Print name

[Signature]  
Signature

Interim CEO  
Title

11/23/15  
Date



**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Jim Dennis  
Date of birth 10 / 28 / 56  
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address 13640 State Rt. 22  
City/state/zip Canaan, NY 12029  
Telephone 518-781-4567  
Other present address(es) \_\_\_\_\_  
City/state/zip N/A  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

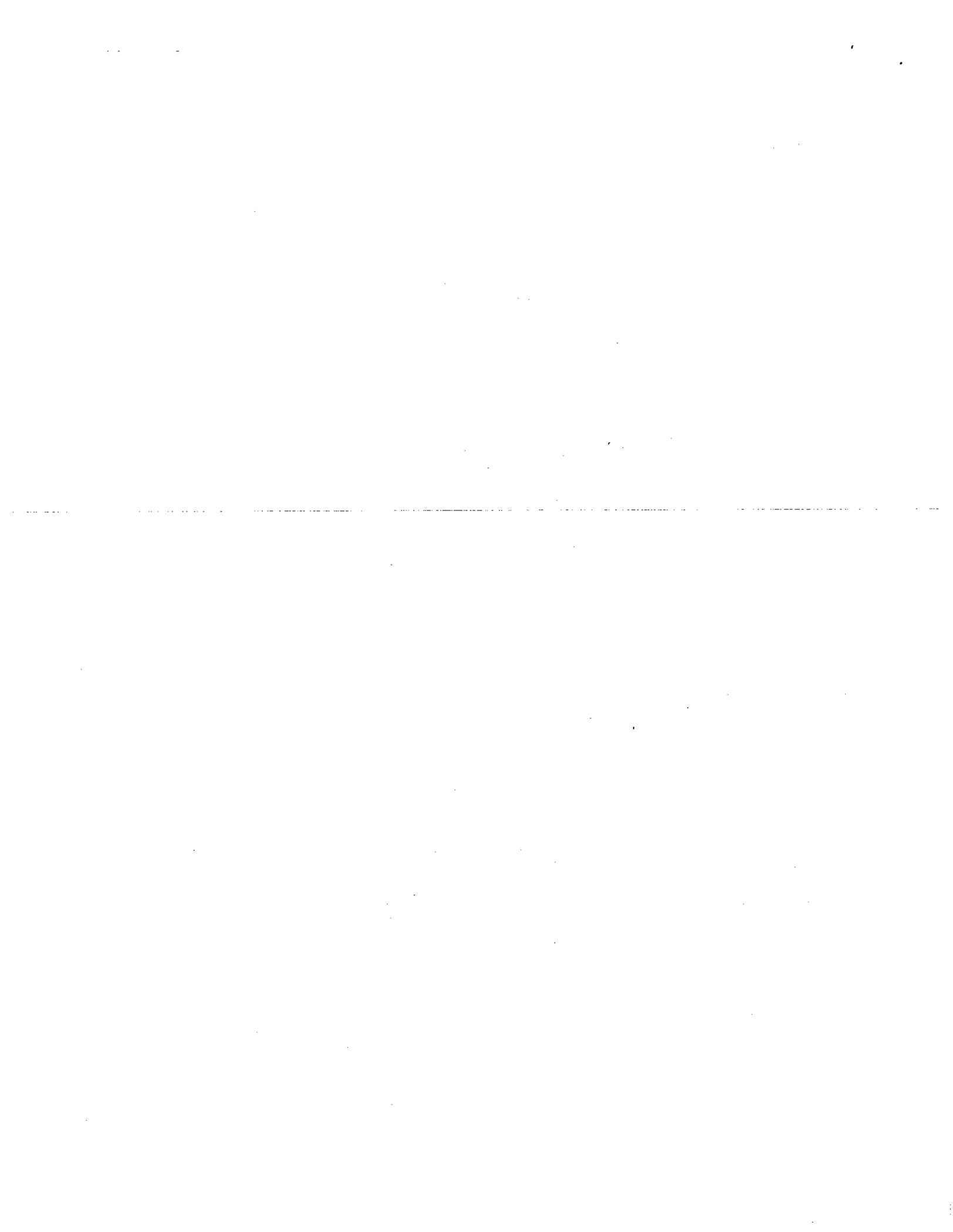
President \_\_\_/\_\_\_/\_\_\_ Treasurer \_\_\_/\_\_\_/\_\_\_  
Chairman of Board \_\_\_/\_\_\_/\_\_\_ Shareholder \_\_\_/\_\_\_/\_\_\_  
<sup>interim</sup> Chief Exec. Officer 11 / 3 / 15 Secretary \_\_\_/\_\_\_/\_\_\_  
Chief Financial Officer \_\_\_/\_\_\_/\_\_\_ Partner \_\_\_/\_\_\_/\_\_\_  
Vice President \_\_\_/\_\_\_/\_\_\_  
(Other)

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

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

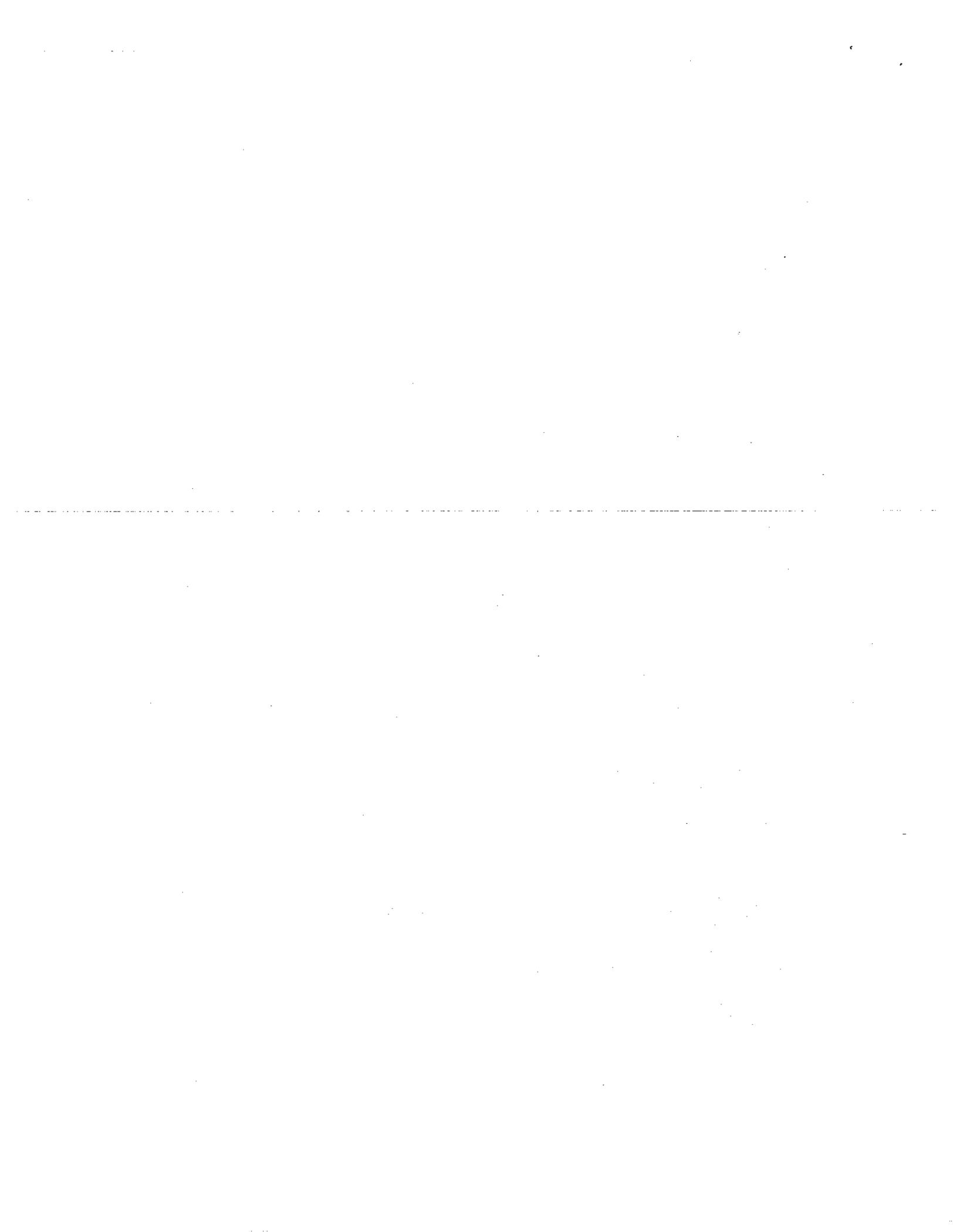
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO  YES \_\_\_; If Yes, provide details.

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



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

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



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



**CERTIFICATION**

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

I, Jim Dennis, 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<sup>rd</sup> day of November 2015

Deanna Harrington  
Notary Public

Berkshire Farm Center & Services for Youth  
Name of submitting business

Jim Dennis  
Print name

[Signature]  
Signature

CEO  
Title

11 23 15  
Date

Deanna Harrington  
Notary Public, State of New York  
No. 01HA6196268  
Qualified in Rensselaer County  
Commission Expires Nov. 10, 2016



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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19180-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

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

Jim Dennis / CEO  
Name and Title of Authorized Representative

11/23/15  
m/d/yy

[Signature]  
Signature

11/23/15  
Date

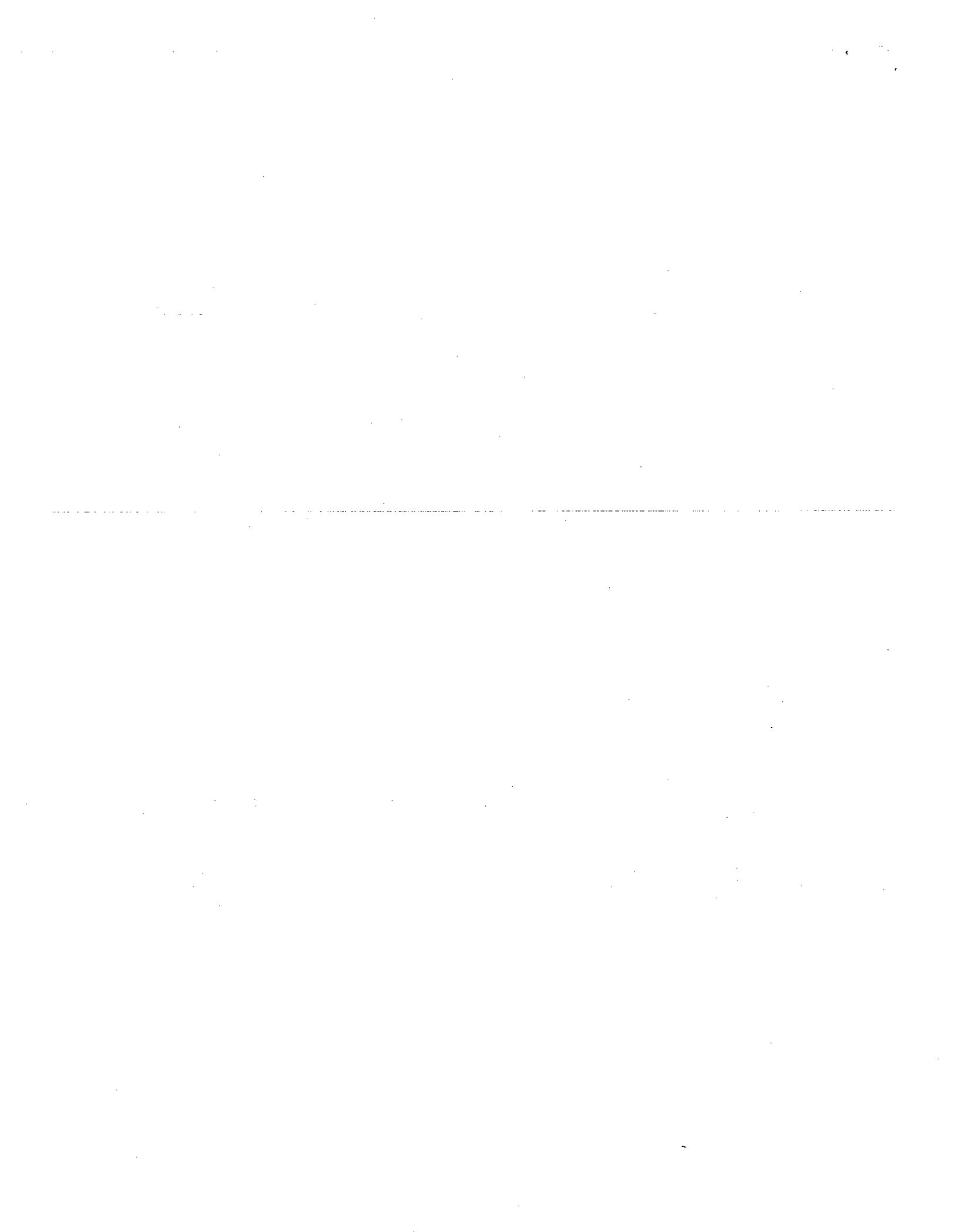
Berkshire Farm Center & Services for Youth  
Name of Organization

13640 Route 22 Canaan, NY 12029  
Address of Organization



### Instructions for Certification

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



Contract ID#: CQSS13000013



Department: Social Services

**E-161-13**

SERVICE Preventive Services

**Contract Details**

NIFS ID #: CQSS13000013

NIFS Entry Date: 06/28/13 Term: from 09/01/13 to 12/31/14

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

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

**Agency Information**

Vendor		County Department	
Name Berkshire Farm Center & Services for Youth	Vendor ID# 141368125 -02	Department Contact Virginia Webb	
Address 13640 Route 22, South Canaan, NY 12029	Contact Person Timothy Giacchetta Email: tgiacchetta@berkshirefarm.org Phone 518 781-4567 Fax: 631-420-4460	Address 60 Charles Lindbergh Blvd	Phone 516 227-7452

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appv'l (Dept. Head) <input type="checkbox"/>	7/8/13	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	7/12/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/15/13	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	7/15/13	<i>[Signature]</i>	
7/15/13	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/16/13	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/16/13	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	7/30/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	8/29/13	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/22/13	<i>[Signature]</i>	



# Contract Summary

**Description** Preventive Services

**Purpose:** We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

**Method of Procurement:** RFP was issued.

**Procurement History:** We have been using this vendor for many years.

**Description of General Provisions:** The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

**Impact on Funding / Price Analysis:** Federal 30% State 45% County 25%

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 46,663.08
Federal	\$ 55,995.70
State	\$ 83,993.55
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 186,652.33</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT714 / SSGEN7600	\$ 186,652.33
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 186,652.33</b>

*J. Amato 7/15/13*

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

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>Michael S. Cohen</i>	Name: <i>Steven J. Schriber</i>	Date: <i>7/22/13</i>
Date: <i>8/29/2013</i>	Date: <i>8/29/13</i>	(For Office Use Only)
		E #:

E-161-13

RULES RESOLUTION NO. 235 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7-29-13  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Berkshire Farm Center & Services for Youth to accept referrals of children and families for preventive services in conformity with the "The Family Connections 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 authorizes the County Executive to execute the said agreement with Berkshire Farm Center & Services for Youth

RULES RESOLUTION NO. - 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF SOCIAL SERVICES AND BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

WHEREAS, the County has negotiated a personal services agreement with Berkshire Farm Center & Services for Youth to accept referrals of children and families for preventive services in conformity with the "The Family Connections 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 authorizes the County Executive to execute the said agreement with Berkshire Farm Center & Services for Youth

THIS AGREEMENT, dated as of 6/25/13 2013, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 13640 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

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

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

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

1. Term. The term of this Agreement shall be from September 1, 2013 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.

2. Services. (a) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to provide preventive services in support of the Nassau County Department of Social Services Children's Services Division (the "Services").

(b) The Department shall at its discretion refer children and families for preventative services to the Contractor in conformity with "The Family Connections Program," which is described in detail in "Appendix A, Scope of Work."

(c) Families referred to the Contractor for Services are those which are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Intensive services shall be furnished to those families which are willing to commit to addressing the issues that are placing their children at "imminent risk" of out-of-home placement or issues that are preventing their children from returning to their care. "Imminent risk" is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

(d) The Contractor is obligated to meet and perform the Services of the program, which are described in detail in Appendix A and which include, but are not limited to:

1. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

2. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
3. Engaging families quickly to enable them to accept the services offered.
4. Direct treatment including school, home, and community-based interventions.
5. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
6. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
7. Increasing the ability of families to use the array of community resources available in Nassau County.
8. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
9. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, Department caseworkers, etc.
10. Intensive services consisting of small caseloads of up to three families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
11. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
12. Family Specialist will work flexible hours to accommodate family schedules.
13. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
14. A Program Coordinator who is exclusively dedicated to the administration of this Agreement.
15. Aftercare services will be provided to each family for an additional thirty (30) days after discharge.

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

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

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

(h) The Contractor shall submit to the Department the following Program Evaluation: Follow-up studies of families who were served will be done after twelve (12) months. The Contractor agrees to comply with the evaluation guidelines to be provided by the New York State Office of Children & Family Services and to cooperate with the Department in the evaluation.

(i) Performance Standards. The Contractor shall comply with the following performance standards by ensuring that:

- (1) Eighty percent (80%) of the families receiving preventive services will remain intact.
- (2) Eighty percent (80%) of the youth will improve their situation enough to avoid out of home placement while in the preventive program.
- (3) Eighty percent (80%) of the families assessed to have deficits in parenting skills will show an improvement in parenting skills while in the program.
- (4) Ninety percent (90%) of the families will have an initial face-to-face meeting with the caseworker within twenty-four (24) hours of referral from the Department
- (5) Ninety percent (90%) of the families will have a family visit by the caseworker within one (1) week of referral from the Department.

(j) Reporting. (1) The Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

(2) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Preventive Services a monthly report in a format approved by the Department enumerating the following:

- i) total number of case referrals received during the month, each case shall be identified by case name and file number, date of referral, date of assessment and date of completion;
- ii) total number of youth placed in foster care;
- iii) total number of families remaining intact;
- iv) total number out of home placements;
- v) total number of families assessed to have deficits in parenting skills;
- vi) total number of families who received training in parenting skills;
- vii) total number of families seen by a caseworker who had a family visit by the caseworker within one week of initial referral; and
- viii) other statistical information requested by the Department which is relevant to the program's status and success.

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

(l) Contractor will develop a plan for a community seminar highlighting the signs and symptoms of child abuse and domestic violence, to be approved by the County and Department and implemented within six (6) months of execution of this Agreement. Contractor must conduct the community seminar at least annually throughout the duration of the term of this Agreement and agrees to provide the County and Department ten (10) day advance notice of the date of every seminar and shall provide to the Commissioner of the Nassau County Department of Social Services verification that such program has been completed.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement shall not exceed Seven Hundred Forty Six Thousand Six Hundred Nine and 33/100 Dollars (\$746,609.33 ) (the "Maximum Amount"), to be paid in arrears on a reimbursement basis in accordance with the provisions of this Agreement. The Maximum Amount is to be encumbered as follows: initial encumbrance for Year 2013 One Hundred Eighty Six Thousand Six Hundred Fifty Two and 33/100 Dollars (\$186,652.33), subsequent encumbrance for Year 2014 to be encumbered at future date to be determined by the Department Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven and 00/100 Dollars (\$559,957.00). Each encumbrance is subject to all requisite County and other governmental approvals and the availability of funds.

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

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

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as defined in Section 4 below (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

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

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item budget (the "Budget") Exhibit "B" attached to this Agreement. "Exhibit B" Line-Item Budget annexed hereto, may be amended from time to time, within the Maximum Amount, as required by the Contractor, subject, however, to prior approval of the Department.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: Living Adjustments. The lump sum cost of living adjustments for Foster Care and Preventive Services Agencies offered by the New York State Office of Children and Family Services pursuant to 00- OCFS LCM-30 will be distributed in accordance with said directive subject to continued funding, future modification and/or revocation.

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

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

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

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

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, 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 hereto 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 shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client Information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

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

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The

Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

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

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

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

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

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and 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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain (i) Workers' Compensation Insurance shall render this contract void and of no effect and (ii) the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

11. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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

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

subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations" and Circular A-133 "Exhibit B" annexed hereto. Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

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

authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

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

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

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

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

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

15. 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.

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

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

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

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

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

19. 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.

20. 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.

21. 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

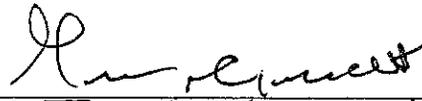
the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(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

[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.

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By:   
Name: Timothy Giacchetta  
Title: CEO  
Date: 6/25/13

NASSAU COUNTY

By:   
Name: Richard R. Walker  
Title: Chief Deputy County Executive  
 Deputy County Executive

Date: 9/6/13

PLEASE EXECUTE IN BLUE INK

112286

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 6 day of September in the year 2013 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6253028  
Qualified in Nassau County  
Commission Expires April 02, 2016

STATE OF NEW YORK)

Columbia)ss.:

COUNTY OF NASSAU )

On the 26<sup>th</sup> day of June in the year 2013 before me personally came Timothy Giacchetta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Columbia; that he or she is the CEO of Berkshire Farm Center, 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

*Deanna Harrington*

Deanna Harrington  
Notary Public, State of New York  
No. 01HA6196268  
Qualified in Rensselaer County  
Commission Expires Nov. 10, 2014

**Appendix A**  
**SCOPE OF WORK**  
**Program Description and Staffing**

**Berkshire Farm Center and Services for Youth**  
**The Family Connections Program**  
**An Evidenced Informed Intensive Preventive Service**

**a. Service Summary**

The Family Connections Program is a trauma informed, intensive home, community and school based program designed to address Nassau County's need for Preventive services for youth and families at imminent risk of out-of-home placement. Family Connections provides an array of services to help strengthen family functioning so youth can remain safely in their homes and communities. The target population for the Family Connections Program is children and families identified by the Nassau Department of Social Service who are involved with the Child Welfare System; families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. Services include intake and comprehensive assessments, crisis intervention, individual and family counseling, linkages to community resources, and instruction/assistance in interpersonal, parenting, problem solving and decision making skills. These services are provided by Family Specialists who work with a maximum of four families at a time. This level of intensity allows staff to meet with families multiple times each week, often during non-business hours to accommodate work and school schedules, to ensure that services address the strengths and needs of each family member and to be available to respond to families when they need assistance 24 hours a day, seven days a week.

The goals of the Family Connections Program are to avoid the need for children to be placed out of the home or to facilitate reunification of children and families as children return home from foster care. Outcomes for the program include rapid engagement of and service delivery to families, reduction in the number of children needing to be removed from their homes to enter out-of-home placement, and an improvement in parenting skills.

Berkshire Farm Center and Services for Youth (Berkshire) has been providing Family Connections to the children and families of Nassau County for two decades. In that time, Berkshire and Nassau County have developed a strong, effective partnership, tailoring the program to address the specific needs of the County and its children and families. As a result, the program has become a vital and prominent resource for youth and families in need of prevention services. Because of the success of Family Connections, hundreds of children have averted the need for out-of-home placement, and families have developed the skills to live and thrive as independent and productive members of their communities throughout the County.

**b. Proposed Service**

**Program Overview**

The Family Connections Program, a trauma-informed, intensive home, community and school based program, is based on the Homebuilders Model of service delivery, which was developed by the Behavioral Sciences Institute of Tacoma, Washington in 1974. This model formed the basis for family preservation programs in many states. Homebuilders' primary goal is to avoid the unnecessary placement of children outside of their homes; since its inception, it has been evaluated both formally and informally and has shown repeated positive outcomes for placement prevention and child and family functioning. The program is designed to diffuse the immediate crisis and teach family members the skills they need to live together safely. This is the foundation for Family Connections.

The Family Connections Program is built on the promotion and support of frequent and positive parent-child interactions. Based on Berkshire's years of experience providing this service, the agency has determined that the most effective strategy is to provide frequent, multiple face-to-face home visits weekly and unlimited collateral contacts for each family. The focus of these contacts is to foster the parent-child relationship in order to avoid out-of-home placement or to stabilize the family upon a child's return from foster care. Family Connections is centered on finding the strengths of each child and family member from which to build the foundation for enhanced growth and development of positive family interactions, thus avoiding out-of-home placements.

The primary consideration of the program is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the *end state* for Family Connections is:

- Families will learn to prevent crises and to handle crises that do occur in a productive and safe manner, so that youth at imminent risk of placement can remain in their homes.
- Families and youth in crisis will be supported and be taught problems resolutions that encourage family unity.
- Parents/caregivers will learn skills to better parent and support their youth.
- Families will demonstrate the ability to advocate for their own basic needs and identify the array of community services available to them.

Family Connections is a short-term program. However, due to the nature and extent of problems being experienced by families served by the program, some families may need ongoing services to continue and reinforce the changes begun while in the Family Connections Program. Once the families are stabilized, program staff will link the family with appropriate community resources. It is expected that the trusting relationship established with the Family Specialists will enable families to build positive relationships with other service providers in the community, enabling them to use and benefit from community-based services while preventing the need for more costly out-of-home placement.

The Family Connections Program is founded on best practice principles:

- *Individualized, strength based, client centered family focused program design:* Family Connections is designed to empower youth and families in the program and in their lives, and families are considered 'partners' in all aspects of service delivery.
- *Cultural competence:* Berkshire is committed to ensuring cultural competence, and has developed programs to be culturally sensitive to the needs of youth, families and their communities.
- *Focus on safety, permanency planning and well-being:* All services provided by Family Specialists are designed to ensure safety and stable, permanent home environments for youth and families.
- *Specific strategies to work with persons experiencing issues related to child welfare, juvenile justice, mental health and/or substance abuse:* Throughout Berkshire's long and distinguished history of working with the population served by Family Connections to assist them with challenges that span a wide array of systems, programming has been developed and refined to address the complex and often multi-system needs of this population and their families.
- *Strategies that are trauma informed:* Berkshire has implemented the Sanctuary Model®, a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Sanctuary's objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. It promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large. This model is being infused into all programming agency wide.
- *Strategies that promote positive youth development:* The Family Connections Program, either directly or through linkages to community based resources, provides opportunities for youth to enhance their interests, skills, and abilities to help them succeed at home, in school and in the community. These opportunities help pave the way for youth to make the transition to adulthood as productive and healthy members of their community.
- *Linkages to natural community supports:* One of the cornerstones of the Family Connections Program is to facilitate the linking of youth and families to supports in their community that they can access once their participation in the program ends. The goal of this is to promote independent, appropriate family functioning that will avert the need for out-of-home placement.
- *Working knowledge of theory and practice in child welfare, juvenile justice, children's mental health, youth services, and compliance with all rules and regulations:* Berkshire has a strong, experienced staff that has considerable expertise in the areas of child welfare, juvenile justice, mental health and youth services. Furthermore, Berkshire has developed strong relationships with local departments of social services, probation, mental health and youth services, and is a state leader in providing preventive programming. Because of Berkshire's statewide network of programming and extensive experience, Family Connections staff will have full access to this wealth of knowledge and expertise.

All Berkshire Farm programs operate in compliance with local, State and Federal rules and regulations.

**Target Population:** The target population for the Family Connections Program will be identified by the Nassau County Department of Social Services (NCDSS) as children and families being involved with the Child Welfare System, families that are at immediate risk of having their children placed in foster care, and those with children in foster care for reunification. The program is intended to provide intensive services to those families that are willing to commit to addressing the issues that are placing their children at imminent risk of out-of-home placement or issues that are preventing their children from returning to their care. Imminent risk is defined as "a child who will enter foster care within seven days unless there is an immediate intervention."

The Family Connections Program, as with all Berkshire Prevention programs, operates from its No Reject Policy. Every child and family will be given the opportunity to voluntarily receive services that will enable the youth to remain safely and successfully in their homes and communities.

#### **Scope of Services**

The Family Connections Program is an intensive, short-term, crisis response program that emphasizes the development of resiliency and skills that help children and their families or caregivers live safely, independently and productively within their homes and communities. The program has the following services and characteristics in order to achieve the outcome of preventing children from entering the foster care system or helping them reunify with families safely and successfully in a timely fashion:

- **Referrals:** Referrals will be accepted from the Nassau County Department of Social Services during business hours, Monday through Friday. The referrals will be responded to within 24 business hours by the Family Specialist, who will rapidly engage the family and explain the program, conduct an assessment, and determine the family's interest in and/or appropriateness for participation in the program. Over the last 30 years in Nassau County, at least 90% of referrals received by Berkshire's current Family Connections Program have been responded to the same day as receiving the referral for intake and assessment in recognition of the importance of rapid engagement for this high-need, high-risk population.
- **Crisis Intervention:** Family Specialists will respond to families immediately during times of crisis, no matter the day or time, and the Program Coordinator will be available for assistance and support. Each Family Specialist uses the energy of the crisis to move the family through and mediate the crisis. Through this process, families learn to use skills that will help them avoid crises, or respond more appropriately, in the future.

After stabilizing the crisis, the Family Specialist uses various techniques to assist the family with problem resolution, developing new behavior management skills to ease family conflicts, and with negotiating positive changes. To reinforce skills, the Family Specialist participates with the family in activities, including household chores, family discussion, communication exercises, problem solving, and activities using community resources. The

ultimate goal is to empower the family to live safely, avoid or minimize risk and/or crisis situations, and function effectively and independently.

- **Case Load Size:** Family Connections' Family Specialists will serve up to 4 youth and their families daily, with multiple home visits weekly as well as unlimited collateral contacts to coordinate services. While working with these youth and their families, the Family Specialists will also provide services to other youth within the family in an effort to avoid any or all youth from being removed from the home; therefore, the program serves the entire family and does not specifically target one youth. The Family Connections Program will provide services to a minimum of 96 families during the program year.
- **Length of Service:** The family will generally receive intensive services for 6 weeks with an option to extend up to 8 weeks. The short term, intensive nature of the Family Connections Program is significant, not only because it has proven to be highly effective, but also because it keeps the staff and family energized and motivated, helps families stay focused on immediate and specific goals to resolve the presenting crisis, and enables staff to teach whatever skills are needed to enable the family to live safely without intensive outside intervention.
- **Hours of Service:** Each Family Specialist works a flexible schedule to be available to respond to referrals and to accommodate all families' schedules and time constraints. This will include early mornings, evenings, weekends and holidays. The program operates under an immediate crisis response 24 hours a day, seven days a week, for program participants, which entails each Family Specialist being on-call for their individual caseload. The Program Coordinator is also available for assistance and supervision regardless of day or time. Each family will have cell phone numbers to contact either the Family Specialist or Coordinator in the event of a crisis situation.
- **Aftercare Services:** Families will be offered 30 days of aftercare at the County's request, *at no cost to the county*, consisting of one contact per week to ensure families are following through with community linkages and to provide support and assistance as needed.
- **Rapid Family Engagement:** The Family Connections Program utilizes a combination of models of treatment to rapidly engage the youth and families. Each Family Specialist will work intensively with youth and families by embracing Berkshire's "do whatever it takes" philosophy. Historically, this means utilizing basic counseling skills that are internalized within each Family Specialist. The strategies involved in rapid engagement involve a worker that displays empathy, understanding and foremost a non-judgmental attitude. This demeanor is a necessary condition for the family to respond to services and treatment.

Functionally, this translates into unlimited phone contacts, face-to-face contacts, immediate crisis response, transportation, and any/all needed interventions with youth and families as well as aftercare services. Specifically, Family Connections staff will go out to the home the same day of receiving the referral. While meeting with the youth and family, the Family Specialist will explain the scope of the program and have all necessary program releases signed. Prior to ending the first visit, the next return visit will be scheduled and all

emergency numbers will be given to the family (i.e. Family Specialist and Program Coordinator contact information).

- **Family Assessment:** Once the family has completed the Service Agreement, Initial Intake and Safety Assessment, the Family Specialist will begin the full assessment process. This process is strength based and family focused, and serves as the basis for the development and implementation of treatment plans for each family. The assessment process will be completed within the first seven (7) to 30 days of services, and includes:
  - *Berkshire Home Safety Assessment:* is a comprehensive assessment completed at the initial visit which identifies safety/risk factors and develops a plan to address them immediately. This is completed by the Family Specialist with youth and families within 24 hours of intake, at 30 days and again at discharge.
  - *Basic Needs Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to document how the family is meeting the youth's basic needs, and helps guide planning to meet unmet needs. Areas covered include safety and risk factors, food, housing, clothing, medical/dental, educational and day care if needed.
  - *Berkshire Assessment:* to be completed within the first seven days of service to assess and identify areas of need to determine subsequent short and long term intervention strategies. Areas covered include: prior trauma, legal/law enforcement, medical, mental health/psychiatric, family, school, behavioral issues including aggression and/or domestic violence, and substance abuse.
  - *Parenting Assessment:* is completed by Family Specialist with parent(s) within 48 hours of intake and again at discharge to assess parenting communication and skills, to develop a plan to address needs or challenges identified in the assessment, to assess progress made during program participation, and to identify areas where further support and/or instruction will benefit family functioning.
  - *Psychosocial Assessment of the Youth and Family:* completed by the Family Specialist within 30 days of intake. This assessment collects information regarding the family's perception of the problem(s), family strengths and needs, and a diagnostic assessment of the youth and family's level of functioning.
  - *Ansell Casey Life Skills Assessment:* conducted with youth ages 14-21 to identify strengths and needs in preparing them to make the transition to the community and adulthood. Topics covered in the assessment include career planning, communication, work and study skills, daily living, housing & money management, home life, self-care, and social relationships. All of the needs revealed through the assessment will be incorporated into the treatment plan for direct and/or referred services.
  - *Please see attached assessments*
- **Treatment Planning Process:** The comprehensive assessment and treatment provided by the program is multi-systemic and strength-based, focused on targeting the skills and behaviors necessary for youth to develop positive decision making skills and social

connections and for parents to learn skills to improve family functioning and maintain safe households. An Initial Safety Treatment Plan is developed through a collaborative effort with the youth, family, Family Specialist, community service providers, school personnel, and the Department. The plan enumerates youth and family issues, establishes goals and outcomes to achieve them, itemizes tasks or activities to be completed by each team member, and identifies strengths and resources of the youth and family to be utilized to achieve success.

On at least a weekly basis, the Family Specialist evaluates the progress made and continuing needs with the family. Barriers to achieving outcomes and relevancy of goals are also evaluated. This immediate, ongoing and intensive response to their needs is very effective in engaging the participation of the families. From this base of trust built, the program is then able to move on to the broader set of challenges facing the families.

Thirty days after opening, the Initial Conference Safety Meeting with NCDSS and Berkshire Staff takes place. The Initial Conference Safety Summary is reviewed and the case is discussed for progress, barriers, current functioning and needs, and length of service. Depending on the determination of length of service, at six or eight weeks, the Final Conference Safety Meeting is conducted with NCDSS, Berkshire Staff and transferring agency if additional General Preventive Services are warranted. The Final Conference Safety Summary is reviewed and discussed for progress, barriers and recommended additional services. *Please see attached Initial Treatment Safety Plan, Weekly and Final Goal Review Sheet, and Initial and Final Conference Safety Summary,*

- **Therapeutic/Clinical Services:** The Family Specialist will do “whatever it takes” to address home, community and school related issues that are impacting functionality. This translates into strategies that are individualized and flexible based on the needs of each family; these are solution focused and address interpersonal (individual) and/or systemic (family, peers, school, community) factors. Interventions can occur in a number of different domains depending on the needs of the family (family, peer, school, community) and draw from a number of treatment strategies that include but are not limited to cognitive behavioral, crisis intervention, parent training and family skills building (e.g., advocacy, developing and maintaining community support), group counseling and support groups. Through the treatment process, barriers (such as poor parenting skills, mental health issues, fear of the school environment, peer pressure) that are causing issues for the family are identified, addressed, and resolved, directly or through community linkages, prior to discharge from the program. In the event additional, appropriate clinical services are deemed necessary, Berkshire staff will work closely with NCDSS to refer.

The Family Specialist will provide services that are individualized, family and community centered, flexible, culturally competent, cost-effective, and provided within established time frames. The Family Specialist will work closely with NCDSS to assure that services are being delivered and performance targets are being met.

- **Family Team Meetings:** Family Team Meetings are a family-led decision-making process that brings together individuals concerned with the safety, permanency and well-being of the children to make the best possible plans and decisions. These meeting will take place determined on the family’s individual needs.

- **Counseling:** Since the goal of the program is to help youth and families live successfully and safely in their homes and communities, a major element of the program will be the provision of individual and family counseling. Counseling will focus on helping youth and families address the issues that led to crisis at home, school and/or the community, and more importantly, on helping participants develop the skills, knowledge and resources necessary to achieve outcomes and live safely and independently in the community.
  
- **Case Documentation:** Each Family Specialist will provide all the necessary case documentation, utilizing the New York State's Connections System as well as all required NCDSS documentation and Berkshire's clinical case management paperwork. All Berkshire services are currently standardized upon a comprehensive case management policy. This comprehensive case management policy has been updated to reflect the changes required with Connections and adheres to all Administrative Directives published by the New York State Office of Children and Family Services, as well as best practice standards set by The Council of Accreditation (COA). Berkshire's Information Technology Department ensures that all programs and program staff are able to fully utilize all electronic data systems. Progress notes will be entered within five business days of event and within two days of opening in Connections.
  
- **Interpreter Services:** Because family participation is so critical to goal development and treatment planning, ensuring their ability to communicate effectively during all meetings and contacts is essential. Each Family Specialist will provide assistance to parents and families in communicating with all service providers regarding issues or concerns that would affect the family's stability within the community. This will include providing interpreter services that will encompass vision or hearing impairments, as well as linguistic challenges, that interfere with communication. Since at least two program staff will be Spanish-speaking, most linguistic needs will be addressed internally, and Family Specialists will work with families to access interpreters for other language needs. Berkshire's Long Island programs, including the VISION Program, utilize the services of Sally J. Maldonado, American Sign Language Interpreter, PO Box 146, Huntington Station, NY 11746, 631-312-7245.
  
- **Stand-By Guardian:** Each Family Specialist will work with a family to identify an agreeable stand-by guardian for each youth in the family in case of a family crisis or emergency or in the event a family needs a "break" from one another to effectively work on treatment plans.
  
- **Respite Services:** The Family Connections Program will work closely with NCDSS to evaluate the need for respite on an as needed basis. In addition to situations where a family needs a "break" from one another, respite may also be used when parents do not have child care, or in cases where children are at imminent risk of placement in order to ensure their safety while that issue is addressed and resolved. Berkshire has certified foster homes that can be utilized for respite services and Family Connections staff will help coordinate those services. The Respite Rate is not included in the budget.

- **Referral Services/Community Linkages:** The Family Specialists will ensure that all family members are linked to needed services and resources based on needs identified through the intake and assessment process, or during ongoing participation in the program. The Family Specialist will facilitate linkages to the appropriate community based service provider and provide/arrange for transportation as needed. Berkshire has established working relationships with and will reach out to the following:
  - Mental Health Services
    - Freeport Pride
    - Hispanic Counseling Services
    - Central Nassau Guidance and Counseling Services
    - Peninsula Counseling Center
  - Substance Abuse Services
    - Tempo
    - Family Recovery Center Alcoholism Outpatient Clinic
    - Alcoholics Anonymous, Narcotics Anonymous
    - Al-Anon/Alateen
  - Domestic Violence Services
    - Nassau County Coalition Against Domestic Violence
    - Coalition Against Child Abuse and Neglect
  - Educational and Vocational Services
    - BOCES
    - Long Island Advocacy Center
    - Long Island Beauty School
    - EOC
  - Food Assistance
    - Catholic Charities
    - Nutrition Network
    - Meals on Wheels
    - Pantry on Wheels
  - Health Services
    - Long Island Association for AIDS Care
    - Nassau County Department of Health
    - S.N.A.P. Long Island
  - Housing Assistance
    - Family and Children's Services
    - Long Island Fair Housing
  
- **Identification of Community Based Resources:** In addition to identified needed support services, Family Specialists will help youth and families identify recreational and leisure activities, facilities and groups to access during and after program services end. This is of particular importance in order to connect youth with positive activities during non-school and work hours, so unsupervised time is minimized. Family activities will also be explored and encouraged. Possible resources will include:
  - Big Brothers Big Sisters of Long Island

- Cornell Cooperative Extension of Nassau County
  - Boy Scouts/Girl Scouts
  - Art League of Long Island
  - Local libraries in each Community
  - Local Museums throughout the County
  - Performing Arts Groups throughout the County – music, dance and theater
  - Nassau County Parks
- **Transportation:** With Berkshire Prevention Programs, all transportation needs will be immediately addressed through the Family Specialist until formal services are put in place. This will include ensuring that youth get to school on time and that youth and families are present for all appointments, activities and Family Court appearances.
  - **Safety:** A primary consideration for Berkshire staff is the safety of all family members. The major domains of life for youth include physical and mental health, family relationships, peer relationships, community relationships, education, occupational readiness and leisure/recreation. Any or all of these domains can create conflict and ultimately unsafe situations for the youth and/or families. Therefore, the Family Connections Program will help families learn to handle life stressors in certain domain areas in a productive and safe manner so that youth receive the instruction and support they need.
  - **Parenting Skills:** Family Specialists will provide support and education to parents to help them learn the skills necessary to keep their children safe in the home. This will happen during individual and family sessions, using age-appropriate skill-building, role playing and direct instruction.
  - **Parent Aide Services:** Depending on results of assessments, the Family Specialist will work with parents, assisting them with needed concrete instruction/support. Areas that parents may need assistance with may include: setting rules, rewards and consequences, appropriate discipline, infant care, potty training, transportation for shopping or laundry, developing morning and evening routines with children, and household organization.
  - **Social and Interpersonal Skills Building:** During individual sessions with the youth and family, each Family Specialist utilizes Albert Bandura's Social Learning Theory, which stresses the importance of observational learning. Using this theoretical framework, interpersonal and daily living skills are demonstrated consistently by the Family Specialist through role modeling and interacting whenever in contact with the family.
  - **Independent Skill Building:** For youth ages 14 and older, independent living skills programming will be available. Starting with the Ansell Casey Life Skills Assessment to determine areas of strengths and needs, individual and group instruction will be held to teach and rehearse skills as youth prepare for their futures at home and in the community. Needs identified in the Ansell Casey will also serve as a guide for linkages to community resources in areas such as vocational training and career planning.

- **Basic Skills Development:** Basic skills development will be taught and nurtured through advocacy, support, instruction, and other activities. Through these techniques, the Family Specialist will assist the parent(s) in developing crucial life skills such as age-appropriate parenting, meal planning and preparation, developing and adhering to budgets, learning to appropriately advocate for services (academic, medical, mental health, etc.) and navigating the social services system. Other skills include helping parents apply for and maintain long term benefits such as food stamps, SSI, subsidized child care, medical insurance assistance and subsidized housing, and identifying and visiting food pantries and thrift stores. As appropriate, families will be connected with community resources to ensure they are able to always meet basic needs. Food pantries, churches and thrift stores in each community will be utilized.
- **Problem Solving/Decision Making Activities:** During visits with families, Family Specialists will devote time to helping family members develop effective problem solving and decision-making skills in order to more effectively manage crises and problem situations in the future. This is an important aspect of services and will be a focal point of all home visits with both the youth and family members.
- **Educational Support and Advocacy:** When academic issues are identified in assessments or during discussions with school administrators and staff, appropriate goals and strategies to achieve them will become part of the treatment plan. Berkshire has a long history of reducing truancy and the risk of school failure, and the strategies developed through this experience will be used in Family Connections. The Family Specialist will also provide parents with assistance and support to advocate for their youth's needs, and provide youth with skills and services to succeed in school. Family Specialists will also help families identify appropriate after school programs that enhance performance and behavior and provide constructive use of leisure time.
- **Tutoring:** Tutoring services will be offered to each family member on an as needed basis. Possible resources will include local colleges such as the Hofstra and the State University of New York at Farmingdale. Any academic needs will be immediately addressed through the Family Specialist until formal services are put in place.
- **Developmentally and Age-Appropriate Programming:** Youth and families in the Family Connections Program will be offered programming that is appropriate for their ages and developmental levels.
- **Flexible Emergency Fund:** The Flexible Emergency Fund is money needed/used to help families with items and situations that are beyond the "normal" scope of program services. Examples of uses for this fund may include purchasing provisions needed to ensure the family's basic needs are met, appropriate school clothes for a child who lacks this or paying for an American Sign Language interpreter for a parent who is hearing impaired.

**In summary, the core features of the program include, but are not limited to:**

16. Individualized, trauma-informed, strength-based, culturally sensitive, family-focused treatment.

17. Responding to referrals from the Department within 24 hours of receipt, resulting in diffusion of the crisis in the family and stabilization of the family system.
18. Engaging families quickly to enable them to accept the services offered.
19. Direct treatment including school, home, and community-based interventions.
20. Intervening directly with issues as they develop in order to reduce potentially dangerous situations and defuse the potential for violence.
21. Striving toward the development of better coping skills, parenting skills and the ability to organize and manage more effectively the responsibilities of family life.
22. Increasing the ability of families to use the array of community resources available in Nassau County.
23. Staff is available 24 hours a day, seven days a week, for crisis intervention, consultation by telephone and face-to-face contacts.
24. Working collaboratively with multiple systems in the youth's life, such as family court, law enforcement, school personnel, the youth's family, community agencies, NCDSS caseworkers, etc.
25. Intensive services consisting of small caseloads of up to 4 families with multiple home visits weekly as well as unlimited collateral contacts to coordinate services.
26. Staff work with families where and when it is most convenient for the family; however, at least half of the contacts will occur in the home.
27. Family Specialist will work flexible hours to accommodate family schedules.
28. Families are active participants in problem resolution and change, rather than passive recipients for services or treatment.
29. Aftercare services will be provided to each family for an additional 30 days after discharge.

**Staffing Pattern:**

There will be six (6) Family Specialists in the Family Connections Program and each will maintain a caseload of up to four (4) families at a given time. The staff positions directly involved in the Family Connections Program are indicated in the following chart:

Title	FTE	Education/Experience
Assistant Director of Prevention	.21	MSW or Human Services equivalent with four years' experience working with youth and families and a minimum of two years of supervisory experience.
Program Coordinator	1	MSW or Human Services equivalent with two years of experience working with youth and families and a minimum of one year of supervisory experience.
Family Specialist	6	MSW or Human Services equivalent preferred, or Bachelor's degree required with a minimum of two years' experience in the human services field.
Secretary	.36	High School diploma or GED, plus two years of secretarial experience.

**Staff Responsibilities:**

*The Program Coordinator* will assist in recruiting, screening, and hiring of staff, and keep the Assistant Director of Prevention up to date on the progress, as well as any issues pertaining to a

specific family and/or the program. The Program Coordinator is also available 24/7 to provide support and guidance to Family Specialists. The Program Coordinator will be responsible for writing all monthly, quarterly and annual program and fiscal reports, and will serve as program liaison with all county and community providers. There will always be a staff member designated to cover the responsibilities of the Program Coordinator in the event of her absence.

*The Family Specialist* will provide all program services for youth and families, provide or arrange for any outside clinical needs for the youth and families, monitor all aspects of the daily functioning of the program, meet regularly with local services providers, assist in the coordination of educational needs, provide necessary transportation, and other duties as assigned. They will participate in the development and implementation of treatment plans; develop and maintain productive working relationships with schools, community agencies, and organizations. Each will work with up to four families on a daily basis and be available to the families 24/7.

*The Program Secretary* will provide administrative support to the program. This will include preparing reports and maintaining case records.

*The Assistant Director of Prevention* will oversee the efficiency and effectiveness of the program, provide clinical expertise in difficult cases, and keep in close contact with personnel from the Department. The Assistant Director is supervised by and works closely with the Director of Prevention; they serve as liaisons to Berkshire's Executive Council and Leadership Team.

### **Staffing Requirements**

The Families Together Program will have a Program Coordinator, six (6) Family Specialists and one (1) Program Secretary. Berkshire intends to employ staff with the following characteristics:

- Representative of and sensitive to the community served, in terms of culture and language. This will include at least 1-2 direct service staff members who are bilingual in English and Spanish to ensure appropriate services to the large Hispanic population in the community.
- Appreciative and respectful of the cultural diversity, values and traditions of the youth and families served as well as the community as a whole.
- Experienced in crisis intervention, response and stabilization techniques.
- Knowledgeable about and skilled in engagement of youth and families.
- Experienced in working with families of youth at risk of involvement or currently involved in the juvenile justice system.
- Possessing a thorough understanding of adolescent development.
- Proficient in working with a range of families and youth with multiple and diverse needs.
- Experienced in a variety of concepts and practices regarding individual and family treatment, domestic violence issues, mental health and substance abuse assessment and treatment.
- Comfortable with and able to reach out to and develop relationships with community based service providers.

### **Berkshire's Supervisory Philosophy**

Berkshire ensures that all staff, regardless of department, program or position, receives regular supervision. For direct care staff such as Family Specialists, supervision occurs on a weekly/bi-

weekly basis for at least one hour. The philosophy behind the supervisory process is "Supervision For Success." This model is punctuated by the premise that all employees want to succeed in their job, and it is the supervisor's responsibility to provide them with the tools, knowledge and resources so they can succeed. Starting with recognizing strengths and accomplishments, the model empowers employees to take responsibility for their actions and strive to enhance performance.

For Family Connections, the Program Coordinator will provide clinical and administrative supervision to the Family Specialists, as well as administrative supervision to the Program Secretary. The Program Coordinator will receive clinical and administrative supervision from the Assistant Director of Prevention.

### **Recruitment**

- With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Any additional recruitment of program staff will be initiated by Berkshire and will include the placing of advertisements in local newspapers and penny savers, information on Berkshire's website, distribution of flyers, placing of newspaper articles about the program, speaking to local business and civic groups, and meeting with community groups and members.
- Candidates will be interviewed by Berkshire's staff as well as representatives from the Nassau County Department of Social Services. The process will include an initial interview, followed by a second interview for final candidates.
- Candidates will be cleared by the New York State Child Abuse Registry, and undergo criminal background checks. References and past employment will be checked as part of the recruitment and hiring process.

### **Training**

Berkshire is committed to providing staff with trainings that optimize their performance and understanding of program services. Berkshire's philosophy is that its training and staff development programs meet and exceed all regulatory and accreditation requirements for training. Trainings are designed to provide staff with a broad understanding of the needs of youth and families with the goal of empowering them to reach their highest potential. Trainings emphasize the concept of partnership in working with children, families, communities and collateral agencies. In addition, staff is educated in policies, procedures and guidelines to assure they are prepared to exercise the responsibilities of their positions. Topics for training include but are not limited to:

- History of Berkshire, and its mission and values
- Agency Policies including: Discrimination/Harassment, HIPAA/Confidentiality and Media Relations
- Incident reporting and Casework documentation
- Professionalism and boundaries
- Safety and emergency procedures
- Therapeutic Crisis Intervention – 3 day training focused on therapeutic de-escalation techniques

- Court Proceedings
- Culturally Competent Care
- Worker safety in the field
- Team building
- Trauma Informed care/Sanctuary Model training
- Clinical training
  - Child, adolescent and adult development
  - Adventure Based Counseling Model
  - Learning Theory
  - Maslow's hierarchy of needs
  - Common mental health diagnoses and issues
  - Suicide prevention
  - Intake process and treatment planning
  - Solution Focused Therapy
  - Structural Family Therapy
  - Trauma Focused Cognitive Behavioral Treatment
  - Functional Behavioral Assessment

The initial training will take approximately one week and include the following: youth development and human behavior, HIV/Universal Precautions, how to work with a child who has ADHD, crisis intervention, the community, and how to be an effective team member. Program staff will also receive formal training at least quarterly on topics such as how to handle a crisis, work effectively with oppositional behaviors, handle loss, and other trainings identified by staff. Attendance at regional and statewide training sessions will be encouraged and team members will be included in all pertinent workshops/training sessions sponsored by Berkshire.

Training also occurs in a less formal, but extremely valuable manner in the form of peer mentoring. Family Connections Program staff, as part of Berkshire's Prevention Program Department, is part of the team of staff currently providing Prevention Services to children and families. Prevention staff is available to one another to offer assistance and answer questions regarding working with this population and working in collaboration with the County and its communities. In addition, the statewide Director of Prevention, Assistant Directors, other Program Coordinators and experienced community based staff members will be available to offer expertise and assistance.

As indicated earlier in this proposal, Berkshire pays close attention to ensuring that staff is reflective of and/or knowledgeable about the languages and cultures within the communities to be served. This starts with hiring staff from the community whenever possible and then providing them with thorough training on the characteristics of the target population and community. This is stressed at all times during program operations and includes ongoing training when appropriate.

All Family Specialists providing preventive services will successfully complete the appropriate OCFS CORE Training Program. All staff training services will be an in-kind contribution.

### **Effectiveness of Program**

The success of Berkshire's preventive services over the past 30+ years has been based on five key beliefs/values:

1. Placement is not an option. We will continue to work day and night with the youth and families no matter the resistance or issues at hand. The only cause for removal is for safety reasons due to the level of risk for harm to self and/or others.
2. Prevention services must occur in the home. Only within the home environment will the Family Specialist truly learn the family dynamics and real issues. It is also the only way to successfully engage the family members.
3. Prevention Family Specialists must have a **passion** for the job. It is not only about their past professional experiences and education (degrees), it is much more about a commitment to do whatever it takes to truly make a difference.
4. Prevention Family Specialists must be able to "roll up their sleeves" and directly provide the needed services/treatment. This is not a case manager position. Although the Family Specialist will help locate needed community resources (i.e. substance abuse, mental health, medical, housing, etc.), their focus is direct care to the youth and families.
5. Although usually there is an identified youth needing services, Berkshire's Family Specialists will always work with the entire family. Resolutions to issues usually include the involvement of various family members – not just the identified youth or a parent.

Berkshire has been providing Prevention services for over three decades in counties around New York State including Suffolk, Nassau, Bronx, Schenectady, Albany, Schoharie, Orange, Saratoga, Columbia, Montgomery, Niagara and many more. In that time, the agency has developed and refined programming to become a leader in community-based prevention service provision. As a result of the quality of programs, 19 counties currently have contracts with Berkshire for Prevention services. Below are recent statistics that demonstrate the extent of that success:

- 100% of children and families had access to their Family Specialists or Program Coordinator twenty-four hours a day, seven days a week.
- 98% of children remained safely in their homes, avoiding placement.
- 97% of parents increased their involvement in school and community-based activities and services.
- 90% of children improved their attendance and/or reduced their tardiness in school.
- 97 % of children avoided the filing of a PINS petition during the program year.
- 95% of children remained successful in their home and communities.

For the Family Connections Programs in Nassau County, the following outcomes were achieved in 2011:

- Family Specialists provided individual and family counseling in the school and home setting for ninety seven (97) or one hundred percent (100%) of the families and their children in the program.

- Two hundred thirty-three (233) or ninety-six percent (96%) of children served in 2011 averted out-of home placement while in the program.
- Child care services were secured for twenty-one (21) or one-hundred percent (100%) of families requiring assistance in order to maintain attendance in day treatment programs, educational services and employment searches.
- Family Specialists linked seventy-two (72) or one-hundred percent (100%) of families requiring services, with mental health providers and counselors in their communities.
- Family Specialists assisted/arranged one hundred (100) or one hundred percent (100%) Early Intervention Screenings for all children under age of five.

In addition to the outcomes listed above, Family Connections resulted in significant cost savings for Nassau County. Based on the 242 youth involved in the program, the cost of the nine (9) youth placed in Foster Care plus the cost of operating the Family Connections Program, the cost savings to Nassau County, based on a 12-month placement, is calculated as follows:

Placement	# of Children	Per Diem Rate	Yearly Rate
Foster Care	233	\$63.32	\$5,385,049
<b>Subtotal</b>			<b>\$5,385,049</b>
Less the cost of the nine (9) children place at Foster Care level			\$208,006
Less the cost of the Family Connections Program			\$547,713
<b>Estimated savings for 2011</b>			<b>\$4,629,330</b>

Estimated savings are conservatively calculated by utilizing the least restrictive environment in determining the level of care that would have been needed by the 233 children who averted placement in 2011.

**Outcomes and Performance Targets:**

Outcomes for the 2013 Nassau Family Connections Program are as follows:

**Outcome 1:**                    **Client Screening and Assessment will be completed within 24 hours after the initial referral.**

*Performance Indicator*            100% of all cases referred will be engaged within 24 hours.

*Tracking Mechanism*                Success will be measured through case records, supervision and monthly reports.

**Outcome 2:**                    **Service delivery will commence within 72 hours after the initial referral.**

*Performance Indicator*            100% of all cases referred will begin service delivery within 72 hours.

*Tracking Mechanism* Success will be measured through case records, supervision and monthly reports.

**Outcome 3:** **Reduce the number of children needing to be removed from their families during program participation.**

*Performance Indicator* 80% of families receiving preventive services will remain intact.

*Tracking Mechanism* Success will be measured through case records, reports from families and county workers.

**Outcome 4:** **Reduce the number of children needing to be removed from their home to enter out-of-home placements during program participation.**

*Performance Indicator* 80% of youth served will improve their situation enough to avoid out of home placement.

*Tracking Mechanism* Success will be measured through case records, reports from families and county workers.

**Outcome 5:** **Improved Parenting Skills**

*Performance Indicator* 80% of the families assessed to have deficits in parenting skills will show an improvement in parenting skills.

*Tracking Mechanism* Success will be measured through case records, reports from families and county workers.

**Outcome 6:** **Rapid Engagement with Referred Families**

*Performance Indicator* 90 % of the families will have an initial face to face meeting with the caseworker within 72 hours of referral.

*Tracking Mechanism* Success will be measured by intake tracking, case records and monthly reports.

**Outcome 7:** **Rapid Service Delivery with Referred Families**

*Performance Indicator* 90% of the families will have a family visit by the caseworker within one week of the referral.

*Tracking Mechanism* Success will be measured by case records, contact tracking and monthly reports.

The strategies used to achieve these outcomes and performance targets include the following:

- The strategies used to achieve the outcomes of *24 hour intake and assessment, rapid engagement, 72 hour face-to-face contact and rapid service delivery of youth and families* include: unlimited phone contact, home visits, and immediate crisis response by Family Specialists who exhibit empathy, understanding and a non-judgmental attitude. In addition, Family Specialists have flexible schedules to accommodate families' availability, and provide transportation whenever needed to facilitate family participation.
- The strategies used to achieve the outcomes of *reducing the number of youth removed from their homes into Nassau County custody during program participation and assisting families to remain intact* include: intensive home based interventions, crisis response and linkages of

youth with community resources for services surrounding such areas as financial, mental health, substance abuse and domestic violence concerns. Further strategies include: individual and family counseling, skills building and positive decision making activities.

- The strategies used to achieve the outcome of *increasing parenting skills* include: immediate crisis response, individual and family counseling, parenting instruction and assistance, problem solving and decision making activities.

These outcomes will be tracked by the Program Coordinator through staff supervision, case reviews, quarterly file audits, behavioral referrals, treatment reviews, Berkshire's internal Quality Assurance Protocols, and the Department's Weekly Prevention Reports. All program outcomes will be reviewed with the Department throughout the life of the case.

### **Program Monitoring and Evaluation**

Evaluation will be an integral part of the program, and is designed to determine the success of the program and monitor ongoing program operations. To this end, Berkshire gathers and provides information related to program effectiveness, client long-term outcomes, client and family satisfaction, and coordinates the agency-wide program for quality improvement.

- **Supervision:** The Program Coordinator will review cases during supervision and prepare weekly reports for the Department. Supervision will occur weekly beginning the first week of program implementation. In addition, bi-weekly team meetings will be held with the entire program staff. All program forms and documentation will be reviewed and approved in order to monitor individual youth and family's progress, and ensure that all staff is providing high quality service.
- **Submitted Department Reports:** Weekly department reports will be submitted to NCDSS, including Conference invitations, weekly current cases, Connections reports, Initial and Final Conference Safety Summaries and all other reports as directed by NCDSS. Additionally, quarterly and annual reports will be submitted to the NCDSS.
- **Case Records:** case record audits will be conducted on all case files to ensure program compliance with all federal, State and local rules and regulations during and at close of a case.
- **Program Outcomes:** Information is collected from youth and families in all Berkshire's programs. This information includes how youth are progressing in relationship to specific issues such as parenting skills and family functioning.
- **Quality Improvement:** Berkshire's Performance and Quality Improvement Program (PQI) includes the agency's stakeholders in PQI processes and directly supports all programs in their full realization of program goals and the goals of the Agency. Specific QA activities are:
  - *Case Documentation Reviews:* are overseen by key agency leaders responsible for program supervision and oversight. Case documentation review criteria, procedures, and schedules are established by program area Directors and their Program Coordinators, ensuring that accrediting standards are fully met, reviews are performed quarterly, and that at least the required cumulative numbers of open and closed cases are reviewed in any fiscal year.

Results of case documentation reviews are discussed at department forums, staff meetings and individual supervision. Based on these reviews, supervisors and their teams establish lists of strengths, issues of concerns, and patterns that are used to formulate improvement plans. Staff leaders responsible for these reviews for this program are the Director and Assistant Director for Prevention.

- *Utilization Review:* Berkshire's utilization review (UR) process measures the safety, permanency and well-being goals achieved for each client, based on case documentation. The agency UR Committee, comprised of leaders of all program areas, meets regularly to ensure the review process is in place, and assesses the results of reviews. Results of the utilization reviews are summarized by the PQI Specialist and communicated to program area leaders; these results are also shared with the UR Committee that allows them to identify strengths, issues of concern, individual patterns, and overarching trends. The Committee requests corrective action steps in response to review findings in order to improve programs.
- *Program Outcomes:* PQI coordinates data collection on program outcomes. Each program conducts monthly data collection that reflects family progress in specified target areas, such as suspension from school or increased family involvement; or achievement of standards, such as minimum case contacts and after hours assistance. PQI coordinates quarterly reviews of outcomes to ensure quality and identify any deficiencies in service delivery. These deficiencies and steps taken to rectify them are explored during case reviews between program coordinators and staff members.
- *Satisfaction Surveys:* On an annual basis, youth and families, agency personnel, volunteers, and referring agencies are asked for their input and levels of satisfaction regarding various elements of the agency's services. Results of the survey help the agency as a whole, and each program, identify successes and weaknesses in service delivery and make adjustments to enhance services.
- The PQI Department oversees health and safety issues, the incident and child abuse review and reporting process, and the services utilization review. Health and safety monitors physical environment, recreation, health, and nutritional issues for each youth. The incident and child abuse review and reporting system monitors the types, indicators and frequency of any critical incidents occurring within the Agency, as well as follow-up to incidents and any allegations of child abuse. Services utilization review monitors appropriateness of admissions and the timeliness and appropriateness of aspects of the treatment process such as assessments, the quality of treatment, record maintenance and discharge planning.

#### **Family Involvement:**

Berkshire is committed to including families in every aspect of service. Regardless of program or identified client, youth, parents/caregivers and other family members are involved in family team meetings, assessments, treatment plan development and implementation, and program evaluation. This is because ultimately, it is the family's needs and strengths that determine service delivery and achievement of outcomes. Together with program staff, families' natural

supports, and relevant service providers, families will identify and secure the community supports and services they need to live safely and successfully in their homes and communities.

### **Evidence-Based Programs and Practice Utilized by Berkshire Farm Center and Services for Youth**

Berkshire has begun implementing the Sanctuary Model® which is a trauma-informed, evidence-supported, whole culture approach designed to create or change an organizational culture. Its objective is to improve the organization's ability to more effectively facilitate healing from psychological and social traumatic experiences and extended exposure to adversity. Sanctuary promotes the development of structures, processes, and behaviors on the part of staff, clients and even the community at large.

By framing program youth's circumstances in a context of "What has happened to you?" rather than "What is wrong?," it becomes easier for not only staff, but the youth themselves to start thinking of terms of healing and growth rather than correction and morality issues as they attempt to set goals and move forward with their lives.

Sanctuary is becoming the guiding principle of inter- and intra-agency relationships as well. There has been a concerted effort in the last two years to train staff in Sanctuary methods and terminology and to have Sanctuary principles and guidelines become how Berkshire staff relates to others within Berkshire as well as to the community beyond. The Seven Commitments of Sanctuary - Nonviolence, Growth & Change, Democracy, Social Responsibility, Open Communication, Social Learning, and Emotional Intelligence - have become the touchstones of both treatment strategies that the agency uses with youth and families in all its programming, and also how the agency itself operates internally.

Berkshire also has implemented the following:

Functional Family Therapy: Functional Family Therapy (FFT) is an evidence-based, highly effective family intervention program for at risk youth and their families. FFT's intent is to prevent the need for placement or re-placement in foster care, to serve as an alternative to detention, and to expedite the reunification of youth transitioning from care. Anticipated outcomes are improvement in school attendance and performance, improved family functioning, and prevention of involvement or further involvement in the juvenile justice/child welfare systems.

Berkshire has a history of providing this model and recently reinstated the provision of FFT to the youth and families of Schenectady County. While only specific to that one FFT program, the philosophy of the FFT model is compatible with Berkshire's programming philosophy and it resounds throughout Berkshire Prevention programs: FFT stresses the significance of engagement in the therapeutic process; has a supportive supervision model that promotes a strength-based approach to working with staff and clients; and recognizes the importance of working with community based resources to assist youth and families be successful. These premises are central to all Berkshire programming.

Ansell-Casey Life Skills Assessment: The Ansell-Casey Life Skills Assessment, for youth 14 and older, includes a collection of comprehensive online assessments, learning plans, and learning resources that can be of use engaging young people so that they can master independent life skills and build healthy relationships, which are of assistance as they approach adulthood. The tools are strength-based, and built and refined with user input and research. The assessments consist of statements about life skills domains deemed critical by youth and caregivers for successful adult living. Each youth is asked to complete the assessment upon intake and discharge to assess their basic skill level in a variety of daily living modules such as money management, peer relations, and knowledge of and use of community resources.

As mentioned on page 1 the model of practice used in Berkshire's family preservation and other community based programs including Family Connections is an integration of ecological models (MST, Henggeler & Borduin-1990, and Homebuilders; Kinney, Haapala, & Booth, 1991) that are based on Systems and Social Learning theories. These theoretical frameworks are incorporated into all programming agency-wide. In addition, Berkshire's Prevention programs are founded on principles of best practices as discussed on pages 2 and 3. Ultimately, Berkshire believes that each family is unique, with different needs and strengths. Thus, the programs are flexible enough to address the individual youth and their families in the context of, the school, the community, and any other systems in which the youth is imbedded.

#### **Location and Description of Office**

Berkshire's Long Island Office, located on the border of Nassau and Suffolk Counties, is "home" to Family Connections staff, but most services are provided in families' homes and local communities. In the event families need to go to the office, its location is easily accessible to the targeted community. It is centrally located off of the Long Island Expressway (I-495) and Route 110 and the Southern State Parkway. The local bus is accessible as well as the Long Island Railroad. This location is ideal as not only is it easily accessible by families throughout the county, but equally important, staff will be able to respond to youth and families without delay.

#### **Understanding of, and Experience in Provision of Services**

Berkshire Farm Center and Services for Youth is a statewide nonprofit child welfare agency with a distinguished history of working with children and families for more than 125 years. Founded in 1886, Berkshire is the largest, and one of the oldest, child welfare agencies in New York State. Berkshire's mission is: *"to strengthen children and families so they can live safely, independently, and productively within their home communities."*

Berkshire's values:

- We treat each child and family with dignity.
- We respect and honor the courage and inherent strengths of the children, families, and communities we serve.
- We view children in the context of their families and communities.
- We embrace families as partners.
- We appreciate and affirm all aspects of diversity, whether the diversity is religious, cultural, ethnic, or gender.
- We ensure children are cared for in safe, therapeutic, and caring environments.

- We ensure all services are individualized, empowering, and effectively provided; we focus on permanency and stability.
- We value and support a confident, well trained, and competent staff.

Throughout its rich history, Berkshire has been a pioneer in responding to local needs across New York State – helping create stronger families, neighborhoods and communities. Currently, the agency provides a system of care that includes community, school, and home-based prevention programs, prevention/reunification programs, therapeutic and treatment foster care, respite services, adoption services, programs for runaway and homeless youth, secure and non-secure detention, group homes, and the residential treatment center.

Berkshire has been providing services to youth and families since 1886 at its Residential Treatment Center and for more than 40 years throughout New York State. Through its system of care, Berkshire works with youth and families who are involved with many systems including Child Welfare, Juvenile Justice and Mental Health. Over time, Berkshire has developed not only strong and effective programming, but also a keen understanding of the myriad of issues, behaviors and environmental factors that are faced by the families served.

Because of this wealth of experience, Berkshire has become extremely familiar with the characteristics of this population. While each youth and family is unique, this population has many commonalities. Compounding problematic behaviors are a host of other challenges – mental health, substance abuse, behavioral, educational and family – that have added to their struggles. These youth predominantly come from impoverished neighborhoods with limited resources; they live in single parent, female-run households, often with generational histories of abuse and/or mental illness and substance abuse; many have experienced school failure; and most do not receive the structure, supervision and support they need. Because of their multiple issues, they require intensive, home and community based services to remain safely in the home. Berkshire's Prevention programs have been enhanced over the years to respond to the multi-faceted needs, challenges, and characteristics of youth, families and the communities in which they live.

Berkshire, through its array of Prevention programs across New York State, has been extremely successful in keeping youth safely in their homes, improving family functioning and averting the need for out-of-home placement, as demonstrated in these outcomes over the last five years:

- 96% of the youth served averted out-of-home placement.
- 98% of youth demonstrated a reduction in problem behaviors at home and in the community.
- 98% of children with truancy issues increased their attendance levels
- 98% of parents increased their involvement in community and school services and activities.
- 100% of youth and families increased their awareness of and access to community supports.

### **Capability to Provide Services**

Berkshire has over 125 years of experience working directly with the target population through community based and congregate care programming. From small programs serving dozens to large, comprehensive programs that serve hundreds at a time, the agency has the capacity to:

effectively hire and maintain staff that is reflective of and responsive to the cultural and linguistic characteristics of the populations in each program; provide high quality services that are tailored to meet the needs of each community and its population; and maintain fiscal responsibility and accountability. This includes operating programs through contracts with State and county agencies and those funded through the Request for Proposal process with local, State and federal funding sources. Funders in this latter category include the New York State Office of Children and Family Services and New York State Education Department at the State level and the Administration for Children and Families and the Department of Labor at the federal level. With all programming, Berkshire is committed to full compliance with all relevant laws, rules and regulations as well as all contractual requirements. All employees maintain appropriate qualifications and licenses for their job responsibilities and the agency leadership team possesses a wealth of knowledge and expertise in issues and challenges related directly to the families served.

Berkshire has over a century of experience working with the Family Connections target population, and through the decades, programming has been tailored and refined to meet the needs of youth and families in their home communities. As a result, staff will have an array of experts and experience from which to draw. This begins with the Chief Executive Officer, Chief Program Officer, Director of Prevention and her leadership team, all who fully support this program. Even more importantly, program staff will be able to draw on Berkshire's current Prevention team, including those working in Nassau County, who can provide tremendous insight into the target population's strengths and challenges, and the communities in which they live. Finally, the Family Connections Program will have assistance of agency departments that work on behalf of all programs to maximize value to youth and families, ensure cost effectiveness for funders and that all programs meet and exceed all standards, laws and regulations. These departments include IT, Human Resources, Finance, PQI, and Development.

#### **Capacity to Establish a Successful Partnership with Nassau County**

Berkshire has worked in partnership with Nassau County for over 20 years, providing high quality community-based services to the youth and families of the county. In that time Berkshire and the Nassau County Departments of Social Services and Probation have worked together to ensure that services are refined and tailored to address and meet the specific needs of the children, families and communities of the County. Specific partners and collaborations include:

- *Nassau County Department of Social Services* will provide a liaison to coordinate referrals and support the program. The Family Connections Program staff will work in close collaboration with each youth and family's Department Case Manager.
- *Local Law Enforcement*: Family Specialists will work on a collaborative basis with local law enforcement agencies, to enlist their support in providing services to youth and families. The goal will be to reduce the need for law enforcement intervention.
- *Local School Districts*: Family Specialists will work with school districts of youth in the program who are struggling with attendance, performance and/or school behavior challenges. The goal will be to support youth's academic performance and progress.

In order to provide youth and families with comprehensive services and support, there are an array of other community-based organizations and agencies that Family Connections will reach

out to when appropriate. These are listed earlier on pages 8 and 9. In addition, Family Specialists and the Program Coordinator will reach out to the community to familiarize community members about the program and continually identify resources to expand the network of resources available to youth and families in their local communities.

**c. Implementation Schedule**

With the existing Family Connections Program in place there will be no delay in startup for the 2013 year. Therefore, program services for the Family Connections Program will begin on January 1, 2013.

**d. Reports**

At the conclusion of each program year, Berkshire provides the County with an annual report for the program. This report provides an overview of the program for the year and highlights the following:

- Description of referrals
- Presenting problems of youth and families referred to the program
- Average length of stay
- Outcomes for the years
- Success story
- Estimated cost savings
- Program statistics: number of children served, ages, ethnicity, family structure, and outcomes
- *Please see attached annual report for Nassau County Family Connections for 2011.*

**e. Staffing**

The agency leaders who will oversee the Family Connections Program are:

**Stacy Williams, Director of Prevention**, has been with Berkshire for eight years. Starting in foster care, Stacy switched her focus to Prevention. She began as a Family Specialist, and then took on more and more responsibilities, first as Program Coordinator, then as District Supervisor and currently as Director of Prevention and Non-Secure Detention Services. In her tenure at the agency, Stacy has refined her clinical skills, her supervisory skills in leading prevention programs, and her relationship-building skills in working with County departments and community based agencies, schools and community members. She is adept at motivating staff to provide the highest level of services and to appreciate the importance of establishing a presence in the community. Stacy provides leadership, support and direction to Program Coordinators and staff across New York State.

**Jennifer Dane, LMSW, Assistant Director of Prevention**, has been with Berkshire for the past nine years. She started as a Multisystemic Therapy (MST) Therapist in 2003, and was promoted to Prevention Program Coordinator in Schoharie County in 2005. In that role, Jennifer managed five prevention programs, worked closely with the County and community based agencies, and greatly expanded programming. In 2010, in recognition of her commitment and hard work, Jennifer was promoted to Assistant Director of Prevention, enabling her to share her skills and experience with Prevention programs across the state. Jennifer has excelled in this position, as evidenced by the great work she has accomplished overseeing Berkshire programming in New

York City and Long Island, including Berkshire's current programming in Nassau County. Jennifer has also become an active and respected participant within the network of providers of services to youth and families of Nassau County. This is accentuated by her recent invitation to serve as a member of the Nassau County Juvenile Crime Enforcement Coalition and to attend the monthly Juvenile Justice Provider Meetings.

**Rene M Stratton, MSW, Program Coordinator, Nassau Family Connections**, has been with Berkshire for four years. She began her career at Berkshire as a Social Worker with the Stepping Stones PINS Diversion Prevention Program. She then took on the role of Mentoring Coordinator in 2008 where she helped develop a mentoring program for youth at Berkshire's Residential Treatment Center so they were able to maintain connections with their home communities and assist in their transition when they return home. In recognition of the work she had done in Nassau and Suffolk counties, Rene was promoted to Program Coordinator of the Stepping Stones Program and ACS-funded Bronx Family Connections Program. In September of this year, Rene also became Program Coordinator of the current Family Connections Program in Nassau County. She has a great understanding of the needs of youth and families in Nassau County and has developed strong relationships with County and community based providers. Rene is a member of Long Islanders for Families and Youth, the County's, Substance Abuse Task Force, and the Nassau County Department of Health Perinatal Services Network Consortium

#### **f. Prior Experience**

##### **Experience With the RFP services**

Berkshire has been providing Family Connections to the children and families of Nassau County for 20 years and Columbia County for 17 years. In addition, Berkshire provides intensive prevention services, comparable to the services in this proposal, in Suffolk, Rensselaer, Clinton, Saratoga, Schoharie and Washington counties. All of these programs require close collaborations with the Departments of Social Services and Probation in each county as well as the network of service providers within each county and its community. Over time, these programs have helped thousands of families, among the highest need and highest risk in their counties, develop the skills, knowledge and resources necessary to avoid the need for out-of-home placement and improve family functioning. Outcomes over the past three years highlight this success:

- 94% averted the need for out-of-home placement during participating in the program
- 82% alleviated factors that placed children at risk for out-of-home placement
- 100% of families were linked with appropriate community based resources for mental health and other service needs and issues
- 96% of parents increased their involvement with services and activities at school and in the community

These outcomes demonstrate the effectiveness of Berkshire's intensive prevention programming, enabling youth to remain safely in their homes and families to function positively and productively within their communities, rather than to require youth to be placed outside of the home.

##### **Experience With Public Sector Clients and Services of Similar Size and Scope**

Berkshire has successfully been providing Prevention Services in counties around New York State for well over three decades. These services are designed to provide intensive home, school

and community-based services to preserve and strengthen the family unit and to avoid the unnecessary placement of children outside of their homes. Children and families in these programs are involved with Child Welfare, Probation, and Mental Health, as well as community based agencies and resources throughout communities and counties across New York State. Working in collaboration with county Departments of Social Services and Probation, Berkshire's Prevention Programs have been refined and enhanced to meet the needs of Counties and their youth and families. Berkshire currently has programming in 19 counties across New York State and provides 39 separate programs within those counties. They are:

- Albany County            Advantage After School, Home Run, Pathways, Transitional Support Services
- Allegany County        Turnabout
- Bronx                    Family Connections, Power Project
- Cattaraugus County    FAR, Turnabout
- Clinton County        Stepping Stones
- Columbia County      Family Connections, Transitional Services, Prevention
- Hamilton County      Home Run
- Montgomery County   Stepping Stone
- Nassau County         Family Connections, Families Together
- Niagara County        Home Run
- Orange County        Independent Living Program, Pathway
- Rensselaer County    Advantage After School, Stepping Stones
- Saratoga County      Short Term Prevention, Long Term Prevention, Turnabout
- Schenectady County   Functional Family Therapy, Home Run, Prevention, Vision
- Schoharie County:    Home Run, Project Buoyancy, Turnabout, Vision, Independent Living/Respite, Stepping Stones
- Suffolk County        Stepping Stones
- Warren County        Pathways
- Washington County   Stepping Stones
- Columbia/Cattaraugus Pathways

As this list suggests, Berkshire provides Prevention programming across New York State, serving all localities, from small rural communities to large, urban centers. Regardless of location, Berkshire programs are tailored to meet the needs of each County and its youth and families. Similar services to the ones provided by Family Connections are provided in Schenectady, Albany, Columbia, and Saratoga counties as well as in the Bronx. These services have proven effective and helped hundreds of children and families succeed at home, in school and in their community:

- 90% of youth served in Berkshire Prevention programming avoided out-of-home placement
- 98% of parents increased their involvement in services in the community and in the school

**g. Additional Information**

Berkshire is committed to working with Nassau County to provide high quality programming for its youth and families. In the 20 years Berkshire has provided programs in the County, agency staff has worked in close collaboration with the County to ensure that services are matched to the

needs of the County and its families. Berkshire's commitment was recently reinforced, allowing Berkshire to expand its services in Nassau County even further. In 2010, Berkshire responded to a Request for Proposals from the New York State Office of Children and Family Services for their Community Reinvestment Program for alternative to detention programming. Berkshire reached out to Nassau County to be its partner for this program, recognizing the strength of the established relationship and understanding the need for services in its communities. The proposal, for the Families Together Program, was one of only seven awards statewide and today, that program is an important element in the system of care for the youth and families of Nassau County. In fact, in the first quarter alone, the program exceeded all outcomes for children and families, an indication of the strength of the partnership and an excellent predictor of the high quality of services yet to come.

**EXHIBIT B**  
**LINE-ITEM BUDGET**

September 1, 2013 – December 31, 2013



*Nassau County Human Services*

*Universal Budget Form*

**Contract Name:** Berkshire Farm Center and Services for Youth

**Program Name:** Nassau Family Connections

*Budget Summary*

*Select Line To  
Work On Here*

*Work on Salary  
and Fringe*

*Work on Line 2*

*Work on Line 3*

*Work on Line 4*

*Work on Line 5*

*Work on Line 6*

*Work on Line 7*

*Work on Line 8*

*Work on Line 9*

*Work on Line  
10*

*Work on Line  
11*

*Agency  
Contribution*

Line #	Expense type	Total \$
1a	Salary	\$109,572.00
1b	Fringe	\$ 37,254.33
1 Total	Personnel (Salary plus Fringe)	\$146,826.33
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$ 7,333.33
4	Equipment	\$1,333.33
5	Supplies	\$666.67
6	Contractual Services	\$0
7	Rent/Utilities	\$10,000.00
8	Department Specific Costs	\$0
9	Other Costs	\$11,666.67
10	Administrative Overhead	\$14,226.00
	Gross Expenditures (Lines 1 – 10)	\$192,052.33
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$192,052.33
	Agency Contribution	\$5,400.00
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$186,652.33

**EXHIBIT B**  
**LINE-ITEM BUDGET**

January 1, 2014 – December 31, 2014



*Nassau County Human Services*

*Universal Budget Form*

**Contract Name:** Berkshire Farm Center and Services for Youth

**Program Name:** Nassau Family Connections

***Budget Summary***

***Select Line To  
Work On Here***

***Work on Salary  
and Fringe***

***Work on Line 2***

***Work on Line 3***

***Work on Line 4***

***Work on Line 5***

***Work on Line 6***

***Work on Line 7***

***Work on Line 8***

***Work on Line 9***

***Work on Line  
10***

***Work on Line  
11***

***Agency  
Contribution***

<b>Line #</b>	<b>Expense type</b>	<b>Total \$</b>
1a	Salary	\$328,716.00
1b	Fringe	\$111,763.33
1 Total	Personnel (Salary plus Fringe)	\$440,479.00
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$22,000.00
4	Equipment	\$4,000.00
5	Supplies	\$2,000.00
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000.00
8	Department Specific Costs	\$0
9	Other Costs	\$35,000.00
10	Administrative Overhead	\$42,678.00
	Gross Expenditures (Lines 1 – 10)	\$576,157.00
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$576,157.00
	Agency Contribution	\$16,200.00
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$559,957.00

**Line 1 -Personnel**

Cost of salaries and/or wages of personnel assigned to the project

-----Contract Amount Only-----

Staff Title/Name	# of Staff	Explanation/ Description of Function/ Expense	FTE %	Salary \$	Fringe \$ - 34%	Total \$
Assistant Director Of Prevention	1	Oversees program efficiency and effectiveness, provides clinical expertise in difficult cases, and keeps in close contact with Nassau County; annual salary is \$65,000	.21 FTE	14,000	4,760	18,760
Program Coordinator	1	Recruits, screens, and hires staff; keeps Assistant Director of Prevention up to date on progress and issues of families or program; available 24/7 to staff; responsible for all program and fiscal reports; serves as program liaison to county/communit y providers	1 FTE	58,000	19,720	77,720
Family Specialist	2 @ 38,000	Provides all program services for youth and families; provides or arranges for outside clinical needs for the youth and families; monitor all aspects of daily program operations; meets regularly with local services providers; provides	2 FTE	76,000	25,840	101,840

		necessary; participates in treatment planning; available to families 24/7.				
Family Specialist	1	See description above	1 FTE	39,000	13,260	52,260
Family Specialist	2 @ 37,000	See description above	2 FTE	74,000	25,160	99,160
Family Specialist (masters level)	1	See description above	1 FTE	42,000	14,280	56,280
Secretary	1	Provides administrative support to the program, including preparing reports and maintaining case records; annual salary is \$32,000.	.36 FTE	11,716	3,983	15,699
Contract Manager	1	Responsible for maintaining contract with Nassau County; annual salary is \$41,000	.34 FTE	14,000	4,760	18,760
<b>Line 1 Total</b>		n/a	n/a	\$ 328,716	\$ 111,763	\$ 440,479

- Note(s):
1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
  2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
  3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
  4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
  5. Fringe may be allocated or reported as a lump sum. Check with the Department.
  6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

## **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime

contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L ✓

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Timothy Giacchetta (Name)

13640 Rte. 22 Canaan, NY 12029 (Address)

518-376-1575 (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:

see attached explanation/description.

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

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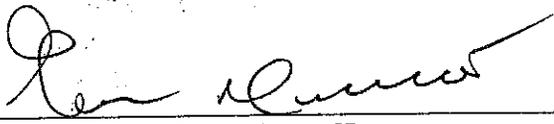
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

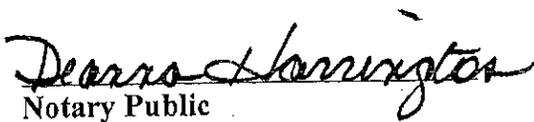
6/26/13  
Dated

  
Signature of Chief Executive Officer

Timothy Giacchetta  
Name of Chief Executive Officer

Sworn to before me this

26<sup>th</sup> day of June, 2013.

  
Notary Public

Deanna Harrington  
Notary Public, State of New York  
No. 01HA6196268  
Qualified in Rensselaer County  
Commission Expires Nov. 10, 2014

1. In the past five years, Contractor  X  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:

On December 16, 2011, NYS Department of Labor conducted an audit at one of the agency's worksites located in Rochester, NY. The purpose of the audit was to review payroll and time records for the period of December 5, 2005 to December 5, 2011. Correspondence received from NYS Department of Labor on December 28, 2011 indicated two violations as a result of the audit.

Article 5 – Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Article 19 – Labor regulations required that employers keep and have available for inspection records for employees. At the time of the audit, the agency was not able to produce some of the some of the time records from the earlier end of the requested timeframe. Time records from the earlier end of the requested timeframe were prior to agency's use of electronic timekeeping system and not able to be furnished at the time of the audit.

Correspondence received from NYS Department of Labor also directed that \$2,637.77 be remitted for payment to eight (8) employees who were identified during the time of the audit to be due wages for overtime worked. This amount included 25% liquidated damages. On January 18, 2012 the agency contacted the NYS Department of Labor to discuss these findings and furnish payroll records which satisfied that these eight (8) employees had, in fact, received some of the wages due. Upon review of the agency's explanation and documentation, the NYS Department of Labor accepted payment in the amount of \$1584.22 including 25% liquidated damages.

On January 25, 2013, NYS Department of Labor conducted an audit at one of the agency's worksites located in Valatie, NY. The purpose of the audit was to review payroll and timekeeping records for the period of January 1, 2011 to December 31, 2012. Correspondence received from the NYS Department of Labor on March 15, 2013 indicated one violation as a result of the audit.

Article 5 - Labor regulations require uninterrupted meal periods for employees working a shift of more than 6 hours. Although labor regulations do not require that these meal periods are paid, it is the policy of this agency that meal periods are paid. Because meal breaks are paid, employees may not have punched in or out for their meal period. Therefore, meal periods may not have been reflected on time records.

Correspondence received from NYS Department of Labor also directed that a penalty in the amount of \$100.00 be remitted for payment. This amount was paid in full.

Documentation is available upon request.

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

On November 24, 2010 the National Labor Relations Board for Region 3 issued correspondence alleging that the agency violated Section 8(a)(1) and (5) of the Act by unilaterally changing the health insurance coverage for bargaining unit employees, establishing Health Reimbursement Accounts (HRA's) for bargaining unit employees and that resulted in increased out-of-pocket expenses for the employees.

On May 27, 2011 a decision was issued finding that the agency had violated the Act as alleged.

On November 2, 2011, the parties reached a Board settlement resolving the issues in the above matter which included payment to nine (9) bargaining unit employees for the combined amount of \$12,358.16 as a make whole payment for health insurance out-of-pocket expenses incurred.

On January 4, 2012, the Regional Director approved the settlement. Payment was promptly issued and the mandatory notices to employees were posted for required timeframe.

On March 27, 2012, the case was closed.

Documentation is available upon request.

RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as BERKSHIRE FARM CENTER & SERVICES FOR [REDACTED] been modified or rescinded and is in full force and effect as to the date here [REDACTED]

RESOLVED: That [REDACTED], Added Secretary  
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of [REDACTED] through Dec [REDACTED] to renewals at Nassau County's option [REDACTED] on an annual one (1) year [REDACTED]

Nancy McGuire

Sworn to before me this 26<sup>th</sup>  
day of June 2013

Deanna Harrington  
NOTARY PUBLIC

Deanna Harrington  
Notary Public, State of New York  
No. 01HA6196268  
Qualified in Rensselaer County  
Commission Expires Nov. 10, 2016

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

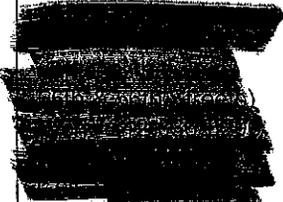


**BERKSHIRE**  
FARM CENTER & SERVICES FOR YOUTH

**OFFICERS & BOARD OF DIRECTORS**

**BOARD CHAIRMAN**

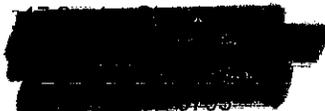
**Mr. Robert A. Kandel**  
Kaye Scholer, LLP



Home  
robert.kandel@kayescholer.com  
Secretary (Lyn)

**DIRECTORS**

**Ms. Alantha Carter**



alantha.carter@verizon.net

**Mr. Eric Twombly**



etwombly@optonline.net

**Ms. Denise C. Clayton**



dcc322@gmail.com

**Mr. David Walker**



dfawalker@gmail.com

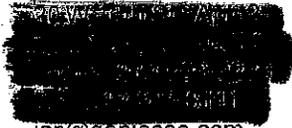
**CHAIRMAN EMERITUS**

**Mr. Charles H. Mott**  
Managing Director  
John W. Bristol & Co.



hym@jwbristol.com

**Ms. Jan Finger Geniesse**



jan@geniesse.com

**Mr. Douglas M. Loudon**

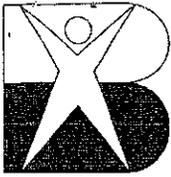


dloudon@loudoninv.com

**Mr. James Matison**



jmatison@aol.com



## BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

13640 Route 22  
Canaan, NY 12029  
(518) 781-4567

[www.berkshirefarm.org](http://www.berkshirefarm.org)

Timothy Giacchetta  
*President and  
Chief Executive Officer*

June 26, 2013

**Board of Directors**

Mr. Robert A. Kandel  
*Chairman*

Mr. Charles H. Mott  
*Chairman Emeritus*

Ms. Alantha Carter  
Ms. Denise Clayton  
Ms. Jan Finger Geniesse  
Mr. Douglas Loudon  
Mr. James Matison  
Ms. Katharine R. McQuarrie  
Mr. Eric Twombly  
Mr. David Walker

Virginia Webb, Legal Department  
Nassau County Department of Social Services  
60 Charles Lindbergh, Suite 160  
Uniondale, NY 11553

RE: Statement of Disclosure

Dear Ms. Webb:

Please be advised that to the best of our knowledge, there are no contracts or conflicts of interest existing between Board of Directors and Officers and Nassau County.

Sincerely,

Timothy Giacchetta  
Chief Executive Officer

*Changing Lives, Creating Futures!*  
Founded in 1886



COURTESY • INTEGRITY • ACCOUNTABILITY

a member of



Council of Family Child Caring Agencies

a member of



a member of



100

100



### Contract Details

SERVICE Preventive Services

NIFS ID #: CLSS15000024

NIFS Entry Date: 02/06/15

Term: from 01/01/15 to 12/31/15

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

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

### Agency Information

Vendor	
Name: Berkshire Farm Center & Services for Youth	Vendor ID#: 141368125-02
Address: 136-40 Route 22, South Canaan, NY 12029	Contact Person: Timothy Giachetta E-mail: mailtgiachetta@berkshirefarm.org Phone: 518 781-4567 Fax: 631 420-4460

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

### Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 2/19/15	<i>Jmy</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 2/23	<i>Anthony...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/24/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 2/24/15	<i>G. DiMato</i>	
2/24/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 2/24/15	<i>W. J.</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2/24/15	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 4/24/15	<i>W. J.</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 3/18/15 <input checked="" type="checkbox"/> 3/17/15	<i>W. J.</i>	
2/23/15	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/> 2/23/15	<i>Ch. D.</i>	

### Contract Summary

Description: Preventive Services





Purpose: We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement.

Method of Procurement: RFP was issued.

Procurement History: We have been using this vendor for many years.

Description of General Provisions: The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

Impact on Funding / Price Analysis: Federal 30% State 45% County 25%

Change in Contract from Prior Procurement: No change

Recommendation: (approve as submitted)

### Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT714
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$139,989.25
Federal	\$167,987.10
State	\$251,980.65
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$559,957.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	SSGEN7600-TT714	\$559,957.00
4		\$
5		\$
6		\$
<i>J. Imato 3/24/15</i>		
<b>TOTAL</b>		<b>\$559,957.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

Date: \_\_\_\_\_

NFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NFS	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>[Signature]</i>
Name: _____	Name: <i>[Signature]</i>	Date: <i>2/27/15</i>
Date: <i>3/15/15</i>	Date: <i>3/17/15</i>	<i>[Signature]</i> Director of Social Services
		E #:

121837



AMENDMENT NO. I

This AMENDMENT, dated as of \_\_\_\_\_, 2015, (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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Berkshire Farm Center & Services for Youth, a not-for-profit corporation of the State of New York having its principal office at 1364 RTE 22, Canaan, New York 12029 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number COSS13000013 between the County and the Contractor, executed on behalf of the County on September 6, 2013, (the "Original Agreement"), the Contractor provides certain preventive services for the County in conformity with "The Family Connections Program", which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, The term of the Original Agreement is from September 1, 2013 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining (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 Seven Hundred Forty Six Thousand Six Hundred Nine Dollars and 33/100 (\$746,609.33) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement and amend the payment section and the line item budget.

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

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

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Fifty Nine Thousand Nine Hundred Fifty Seven Dollars and 00/100 (\$559,957.00), payable for Services rendered during the renewal term under this Amendment. so that the maximum amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be One Million Three Hundred Six Thousand Five Hundred Sixty Six Dollars and 33/100 (\$1,306,566.33) (the "Amended Maximum Amount").







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

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

(Remainder of Page Intentionally Left Blank)



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

BERKSHIRE FARM CENTER & SERVICES FOR YOUTH

By:   
Name: Timothy Giacchetta  
Title: President / CEO  
Date: 12/23/14

NASSAU COUNTY

By:   
Name: Charles Ribando  
Title: County Executive  
 Deputy County Executive  
Date: 2/27/15

PLEASE EXECUTE IN BLUE INK







**AMENDED Exhibit B**  
January 1, 2015 to December 31, 2015



**Nassau County Human Services  
Universal Budget Form**

**Contract #** \_\_\_\_\_  
**Contract Name:** Berkshire Farm Center & Services for Youth  
**Program Name:** Nassau Family Connections

*Budget Summary*

Line #	Expense type	Total \$
1a	Salary	\$328,716
1b	Fringe	\$111,763
1 Total	Personnel (Salary plus Fringe)	\$440,479
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$22,000
4	Equipment	\$4,000
5	Supplies	\$2,500
6	Contractual Services	\$0
7	Rent/Utilities	\$30,000
8	Department Specific Costs	\$0
9	Other Costs	\$19,500
10	Administrative Overhead	\$41,478
	Gross Expenditures (Lines 1 – 10)	\$559,957
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$559,957
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$559,957





Nassau County Interim Finance Authority

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

1. Vendor: Berkshire Farm Center and Services for Youth

2. Dollar amount requiring NIFA approval: \$ 571,150.00

Amount to be encumbered: \$ 571,150.00

This is a  New Contract  Advisement  Amendment

If new contract - \$ amount should be full amount of contract  
 If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA  
 If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 01/01/16 to 12/31/16

Has work or services on this contract commenced?  Yes  No

If yes, please explain: Ongoing mandated service.

4. Funding Source:

General Fund (GEN)  Grant Fund (GRT)  
 Capital Improvement Fund (CAP) Federal % 30  
 Other State % 45  
 County % 25

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

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

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

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

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

We are mandated to provide preventive services to children. Contractor will provide short term intensive home based Preventive Services to Nassau County Families whose child/children are in imminent risk of foster care placement. The contractor will provide case planning services coordinating casework, counseling, and support services for families at risk. The contractor will also provide extensive case management services to the target population, including needs assessment, plan development, casework contacts, case documentations, counseling and service coordination.

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

Nassau County Attorney as to form  Yes  No  N/A  
 Nassau County Committee and/or Legislature  Yes  No  N/A

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

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

CLSS15000024 \$559,957.00  
 CLSS15000063 Foster Care (Pending) Paid under Blanket Encumbrance CUSS15000002.





