Contract ID#: CQSS14000013

Department: Social Services

E-11-16

Contract Details

SERVICE Adoption Placement

NIFS ID #: CLSS16000003 NIFS Entry Date: 12/ 21 /15 Term: from 01/01/16_to 12/31/16

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	

1) Mandated Program:	Yes☒	No ☐
2) Comptroller Approval Form Attached:	Yes☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes☐	No ☒
5) Insurance Required	Yes☒	No ☐

Agency Information

Vendor	
Name Family Focus Adoption Service	Vendor ID# 112869661
Address 54-40 Little Neck Parkway, Suite 6 Little Neck, NY 11362	Contact Person Jack Brenner Email ffasjack@earthlink.net
	Phone 718 224 1919 Fax 718 225 8360

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindberg 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)* *NIFS Appvl (Dept. Head)* ☐	12/22/15		
	OMB	*NIFS Approval* ☐	12/28/15		Yes☐ No ☐ Not required if blanket resolution
12/30/15	County Attorney	*CA RE & Insurance Verification* ☑	12/30/15		
12/30/15	County Attorney	*CA Approval as to form* ☑	12/30/15		
	Legislative Affairs	*Fw'd Original Contract to CA* ☐	1/5/16	Loretta A. Petrucci	
	Rules ☑/ Leg. ☐	☐			Yes☑ No ☐
	County Attorney	*NIFS Approval* ☐			
	Comptroller	*NIFS Approval* ☐			
1/6/16	County Executive	*Notarization* *Filed with Clerk of the Leg.* ☐	1/6/16		

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 JAN -8 A 11:54

PR5254 (8/03)

Contract ID#: CQSS14000013

Department: Social Services

Contract Summary

Description Adoption Placement Services

Purpose: To provide preventive adoption services for children in the Department's care. *(To amend contract to renew for a one year period under the original term of the agreement.)*

Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

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

Description of General Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT707
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$32,760.00
Federal	$54,600.00
State	$21,840.00
Capital	$
Other	$
TOTAL	$ 109,200.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2		$
3	TT707//SSGEN7600	$109,200.00
4		$
5		$
6	G. Amato 12/30/15	$
	TOTAL	$ 109,200.00

Document Prepared By: _____ **Date:** _____

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

125772

PR5254 (8/03)

E-11-16

RULES RESOLUTION NO. 12 – 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 FAMILY FOCUS ADOPTION SERVICES

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Family Focus Adoption Services extending the term and extending payment, respecting the providing of adoption services, 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 Family Focus Adoption Services.

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: **Family Focus Adoption Service**

CONTRACTOR ADDRESS: **54-50 Little Neck Parkway., Suite 6, Little Neck, NY 11362**

FEDERAL TAX ID #: **112869661**

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 _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

126050

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

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: FAMILY FOCUS ADOPTION SERVICES

Service Provided: RAD program/Consult/Adoptive families

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

Evaluator's Name, Title, Phone #: MARIA LAURIA / Tara Carlo Sup II 8271

Date: 10-13-15

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:

38987

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 understands and embraces 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 stays 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 21, 2015

Subject: Family Focus Adoption Service (Adoption 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 16, 2015, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

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

Att.
10099
126053

EDWARD P. MANGANO
COUNTY EXECUTIVE

JOHN E. IMHOF, PhD
COMMISSIONER

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 16, 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: Family Focus Adoption Services
Adoption 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,

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
125512

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) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 as amended by the amendment executed on behalf of the County on August 11, 2015 (the "Original Agreement "), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

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

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Thirty Five Thousand Six Hundred Dollars and 00/100 ($135,600.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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 One Hundred Nine Thousand Two Hundred Dollars and 00/100 ($109,200.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 ($244,800.00) (the "Amended Maximum Amount").

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

(THE BALANCE OF THE PAGE INTENTIONALLY LEFT BLANK)

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

FAMILY FOCUS ADOPTION SERVICES

By: _____
Name: JACK BRENNAN
Title: EXECUTIVE DIRECTOR
Date: 12/1/15

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

125015

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a 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

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

On the 1st day of December in the year 2015 before me personally came John P. Brennan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ORANGE; that he or she is the EXECUTIVE DIRECTOR of FAMILY FOCUS ADOPTION SERVICE, 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

IVETTE IGARTUA
Notary Public, State of New York
No. 01IG4992305
Qualified in Orange County
Commission Expires Feb. 24, 2018

E-11-16

COUNTY OF NASSAU

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

1. Name of the Entity: 54 FAMILY FOCUS ADOPTION SERVICES

Address: 54-40 Little Neck Pkwy

City, State and Zip Code: Little Neck NY 11362

2. Entity's Vendor Identification Number: 112869661

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp Not For Profit Corp. 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):

ADDITIONAL SHEET ATTACHED

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

N/A

01-11-3

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.

N/A

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

(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.

T 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: 11/30/15 Signed: Jack Brennan

Print Name: JACK BRENNAN

Title: EXECUTIVE DIRECTOR

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

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: 12/1/15

1) Bidder's/Proposer's Legal Name: FAMILY FOCUS ADOPTION SERVICES

2) Address of Place of Business: 54-40 Little Neck Pkwy Little Neck NY 11362

List all other business addresses used within last five years:

3) Mailing Address (if different):

Phone : 718-224-1919

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number:

5) Federal I.D. Number: 11-2869661

6) The bidder/proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation ____ Other (Describe) NOT FOR PROFIT CORPORATION

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

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

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

10) Has the 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 X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the bidder/proposer, during the past seven years, been declared bankrupt? Yes ___ No X
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ___ No X If Yes, provide details for each such investigation. _____

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No X Yes ___ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? No X 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 X 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 X 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 X 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 X 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 X 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: N/A

(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.

(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.

(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.

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.

Our conflict of interest policy is in our employee handbook.

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; 7/3/87

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; Attached

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments Attached

viii) Copies of all state and local licenses and permits. Attached

B. Indicate number of years in business. 28

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 MADISON COUNTY

Contact Person ALAN HALL

Address 133 NORTH COURT ST. P.O. BOX 637

City/State WAMPSVILLE NY 13163

Telephone 315. 366-2226

Fax # 315. 366-2658

E-Mail Address ALAN.HALL@dfa.state.ny.us

Company CAYUGA COUNTY DSS

Contact Person WENDY ARMSTRONG

Address 160 Genesee St.

City/State AUBURN NY 13021

Telephone 315. 253. 1644

Fax # 315. ~~253-1298~~ 252. 1921

E-Mail Address Wendy.Armstrong@dfa.state.ny.us

Company WASHINGTON COUNTY DSS

Contact Person TRACY HUDSON

Address 380 BROADWAY

City/State FORT EDWARD NY 12828

Telephone 518. 746-2341

Fax # 518. 746-2320

E-Mail Address Tracy.Hudson@dfa.state.ny.us

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

Sworn to before me this 1st day of December 2015

Notary Public

IVETTE GARTUA
Notary Public, State of New York
No. 01IG4992305
Qualified in Orange County
Commission Expires Feb. 24, 2018

Name of submitting business: FAMILY FOCUS ADOPTION SERVICES

By JACK BRENNAN
Print name

Signature

EXECUTIVE DIRECTOR
Title

12 / 1 / 15
Date

familyFOCUS
Adoption Services
EMPOWERING CHILDREN / TRANSFORMING LIVES
54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 fax: 718-225-8360 www.familyfocusadoption.org

Family Focus Adoption Services was incorporated as a full service not for profit New York State corporation on July 3, 1987. As a not for profit, no one has a financial interest in the company.

Family Focus employs six line salary staff, four of them full-time (40 hours), and about thirty per diem workers. Our annual revenue is approximately $500,000.

Family Focus has placed for adoption nearly 1000 children over our history. At one time or another, we have contracted with more than half of the 62 counties in New York State. We currently have 13 active county contracts. The administrative team of the agency has over one hundred years of combined experience in the adoption field. In 2010, Family Focus received the US Department of Health and Human Services Adoption Excellence Award in the category of "Support to Adoptive Families." Individual staff have also been recognized with other awards including the North American Council on Adoptable Children's Adoptive Activist Award and the Louis Hines Award for Exceptional Service to Children. In recognition of the agency's expertise in the adoption field, staff are frequently asked to do workshops at adoption training conferences in New York and in other states. In the past, Family Focus was awarded a statewide three year training contract to foster care and adoption supervisors about successful adoption practices.

In addition, Family Focus places children from outside of New York State, and currently has an active contract with Texas. In past years, the agency has placed children from Oregon, Ohio, North Carolina, Florida, and Iowa.

familyFOCUS
Adoption Services
EMPOWERING CHILDREN / TRANSFORMING LIVES
54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 fax: 718-225-8360 www.familyfocusadoption.org

BOARD OF DIRECTORS (as of November 30, 2015

ROSLYN BERNSTEIN
[redacted]

THERESA CHAN
[redacted]

RICK WHITAKER
[redacted]

JUDITH BRAMBRUT
[redacted]

EARL HASSEL
[redacted]

KATHLEEN MCQUOWN
[redacted]

ANDREW O'KEEFE
[redacted]

DENISE PILGRIM
[redacted]

STEPHEN STOJOWSKI
[redacted]

JOEL FRIDOVICH
[redacted]

KEITH GRIFFIN
[redacted]

JONATHAN L. KLEINMAN
[redacted]

INES MIYARES
[redacted]

[redacted]

ROBERT PILGRIM
[redacted]

GINA DeCRESENZO
[redacted]

LINDA SCHWARTZ
[redacted]

SANDRA VILAR-FERREIRA
[redacted]

OFFICERS (through 9/30/18):

PRESIDENT:	JOEL FRIDOVICH
VICE PRESIDENTS:	DENISE PILGRIM; JONATHAN KLEINMAN
SECRETARY:	EARL HASSEL
TREASURER:	ROBERT PILGRIM

[illegible]

[illegible]

[illegible]

[illegible]

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248360116
Feb. 13, 2015 LTR 4168C 0
11-2869661 000000 00
00038718
BODC: TE

FAMILY FOCUS ADOPTION SERVICES
5440 LITTLE NECK PKWY STE 6
LITTLE NECK NY 11362

002687

Employer Identification Number: 11-2869661
Person to Contact: Ms. Harper
Toll-Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 04, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in February 1988.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

0248360116
Feb. 13, 2015 LTR 4168C 0
11-2869661 000000 00
00038719

FAMILY FOCUS ADOPTION SERVICES
5440 LITTLE NECK PKWY STE 6
LITTLE NECK NY 11362

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Doris P. Kenwright

Doris Kenwright, Operation Mgr.
Accounts Management Operations 1

STATE OF NEW YORK
OFFICE OF CHILDREN AND FAMILY SERVICES
ALBANY, NEW YORK

KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the provisions of Section 460-a of the Social Services Law and Section 804 of the Not-for-Profit Corporation Law, due inquiry and investigation having been made, approval is hereby given to the filing of the annexed certificate of amendment of the certificate of incorporation of

Family Focus Adoption Services

on the condition that the purposes and duration included in the certificate as filed are consistent with the following purposes and duration:

to board out and place out destitute, delinquent, abandoned, neglected, abused or dependent children. The corporation's authority to board out and place out such children shall terminate on August 20, 2018. Furthermore, the duration of the corporation's ability to board out and place out children shall not be extended without the prior written approval of the New York State Office of Children and Family Services.

This approval will, upon filing of the certificate with the Secretary of State, give the corporation the authority to engage in the activities set forth or summarized above for the period of time set forth above.

IN WITNESS WHEREOF, this document is executed and the seal of the New York State Office of Children and Family Services is affixed this 29th day of September, 2014.

By: Laura M. Velez

Laura Velez
Deputy Commissioner
Division of Child Welfare and Community Services

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 JACK BRENNAN
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 54-40 Little Neck Pkwy
   City/state/zip Little Neck NY 11362
   Telephone 718-224-1919
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer 9/1/13 Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO X 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 X 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 X 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 X 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 _X_ YES _____ If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO _X_ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO _X_ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO _X_ YES ___ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

   a) Is there any felony charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO _X_ YES ___ If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO _X_ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO _X_ YES ___ If Yes, provide details for each such conviction.

   f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO _X_ YES ___ If Yes, provide details for each such occurrence.

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 1st day of December 2015

Notary Public

IVETTE IGARTUA
Notary Public, State of New York
No. 01IG4992305
Qualified in Orange County
Commission Expires Feb. 24, 2018

FAMILY FOCUS ADOPTION SERVICES
Name of submitting business

JACK BRENNAN
Print name

Signature

EXECUTIVE DIRECTOR
Title

12 / 1 / 15
Date

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

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(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.

JACK BRENNAN EXECUTIVE DIRECTOR — 11/30/15

Name and Title of Authorized Representative — m/d/yy

J. Brennan — 11/30/15

Signature — Date

FAMILY FOCUS ADOPTION SERVICES

Name of Organization

54-40 Little Neck Pkwy Little Neck NY 11362

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

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 voluntary 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#: CQSS14000013

Department: Social Services

E-112-15

Contract Details

SERVICE Adoption Placement

NIFS ID #: CLSS15000006 NIFS Entry Date: 12 17 14 Term: from 01 01 15 to 12 31 15

New ☐ Renewal ☐	1) Mandated Program:	Yes ☒	No ☐
Amendment ☒	2) Comptroller Approval Form Attached:	Yes ☒	No ☐
Time Extension ☐	3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
Addl. Funds ☐	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☒
Blanket Resolution RES#	5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor

Name Family Focus Adoption Service

Vendor ID# 112869661

Address 54-40 Little Neck Parkway, Suite 6
Little Neck NY 11362

Contact Person Jack Brenner
Email flasjack@earthlink.net

Phone 718 224 1919
Fax 718 225 8360

County Department

Department Contact Michael A. Kanowitz

Address 60 Charles Lindberg 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) ☐ NIFS Appv'd (Dept. Head) ☐	12/9/14		
	OMB	NIFS Approval ☐	1/23/15	William Cole	Yes ☐ No ☐ Not required if blanket resolution
1/29/15	County Attorney	CI RF & Insurance Verification ☑	1/28/15		
2/12/15	County Attorney	CA Approval as to form ☐	2/12/15		
	Legislative Affairs	Fw'd Original Contract to CI ☐	2/12/15	Grace A. Schwee	
	Rules ☐ Leg ☐	☐			Yes ☒ No ☐
	County Attorney	NIFS Approval ☐			
	Comptroller	NIFS Approval ☐	7/26/15		
	County Executive	Notification ☐ Fwd's Contract to Leg ☐			

PR5254 (8 03)

Contract ID#: CQSS14000013

Department: Social Services

Contract Summary

Amendment #1

Description Adoption Placement Services

Purpose: To provide preventive adoption services for children in the Department's care. *(To renew contract)*

Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

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

Description of Central Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund	GEN
Control	76
Resp	7600
Object	11707
Transaction	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$24,840.00
Federal	$41,400.00
State	$16,560.00
Capital	$
Other	$
TOTAL	$ 82,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		$
2	11707 SSGEN7600	$82,800.00
3		$
4		$
5		$
6		$
	TOTAL	$ 82,800.00

RENEWAL
% Increase
% Decrease

Document Prepared By: Date:

NFS Certification	Comptroller Certification	County Executive Approval
Verify that this document was accepted into NFS	Certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged	Signature
Date	Date	Date

E #:

121127

OR5254 (8/03)

INES MIYARES, Ph.D. - Adoptive parent; Professor of Geography, Hunter College
[redacted]
Home phone: [redacted]; email: [redacted]

WILLIAM O'KEEFE - Adoptive parent; Associate Professor, Nassau Comm. College
[redacted]
Cell phone: [redacted]; email: [redacted]

**ROBERT PILGRIM - Telecommunications Consultant
[redacted]
Cell phone: [redacted]; email: [redacted]

DIRECTORS WHOSE TERM ENDS SEPTEMBER 30, 2016:

ROSLYN BERNSTEIN - Adoptive parent; Medical Student Coordinator (retired)
[redacted]
Home phone: [redacted]; Cell phone: [redacted]
Email: [redacted]

THERESA CHAN - Accountant (retired) - 14 years on Board
[redacted]
Home phone: [redacted]; email: [redacted]

RICK WHITAKER - Adoptive Parent; Director of Theater and Music
[redacted] - 2 years on Board
Work phone: [redacted] email: [redacted]

ON LEAVE OF ABSENCE (TERM TO EXPIRE SEPTEMBER 30 2016):

SHARON COHEN-POWERS - Adoptive parent; Web Editor; Media Publisher
[redacted]
Home phone: [redacted]; Cell phone: [redacted]; email: [redacted]

OFFICERS (through 6/30/14):

PRESIDENT:	JOEL FRIDOVICH
VICE PRESIDENTS:	DENISE PILGRIM; EARL HASSEL
SECRETARY:	EARL HASSEL
TREASURER:	ROBERT PILGRIM

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 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) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 (the "Original Agreement "), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

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

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Fifty Two Thousand Eight Hundred Dollars and 00/100 ($52,800.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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 Eighty Two Thousand Eight Hundred Dollars and 00/100 ($82,800.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Thirty Five Thousand Six Hundred Dollars and 00/100 ($135,600.00) (the "Amended Maximum Amount").

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

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

FAMILY FOCUS ADOPTION SERVICES

By:_____
Name:_____
Title:_____
Date: _____

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

120851

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a 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

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

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, 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

Contract ID#: CQSS14000013

Department: Social Services

E-65-14

Contract Details

SERVICE Adoption Placement

NIFS ID #: CQSS140000[illegible]3 NIFS Entry Date: 03/03/14 Term: from 01/01/14 to 12/31/14

New ☒ Renewal ☐	
Amendment ☐	
Time Extension ☐	
Addl. Funds ☐	
Blanket Resolution RES#	

1) Mandated Program:	Yes ☒	No ☐
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☒	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name Family Focus Adoption Service	Vendor ID# 112869661
Address 54-40 Little Neck Parkway, Suite 6 Little Neck, NY 11362	Contact Person Jack Brenner Email [redacted]
	Phone [redacted] Fax [redacted]

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7748

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) ☐ NIFS Appvl (Dept. Head) ☐	3/5/14		
	OMB	NIFS Approval ☐	3/11		Yes ☒ No ☐ Not required if blanket resolution
3/13/14	County Attorney	CA RE & Insurance Verification ☑	3/13/14		
3/13/14	County Attorney	CA Approval as to form ☑	3/13/14		
	Legislative Affairs	Fw'd Original Contract to CA ☐	3/17/14	Gregory A. May	
	Rules ☐ / Leg. ☐	☐			Yes ☐ No ☐
	County Attorney	NIFS Approval ☐	04/09/2014		
	Comptroller	NIFS Approval ☑	4/16/14	SB 4/16/14	
	County Executive	Notarization ☐ Filed with Clerk of the Leg. ☐	3/17/14		

PR5254 (8/03)

Contract ID#: CQSS14000013

Department: Social Services

Contract Summary

Description Adoption Placement Services

Purpose: To provide preventive adoption services for children in the Department's care.

Method of Procurement: This is a Social Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

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

Description of General Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

[redacted]

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	76
Resp:	7600
Object:	TT707
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$15,840.00
Federal	$26,400.00
State	$10,560.00
Capital	$
Other	$
TOTAL	$ 52,800.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	TT707//SSGEN7600	$ $52,800.00
2		$
3		$
4	J. Amato 3/13/14	$
5		$
6		$
	TOTAL	$ 52,800.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 3/17/14
Date 4/16/14	Date 4/16/14	(For Office Use Only) E #:

116875

PR5254 (8/03)

THIS AGREEMENT, dated as of ,201 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd, Uniondale, New York 11553 (the "Department"), and (ii) FAMILY FOCUS ADOPTION SERVICES, a not-for-profit corporation of the State of New York, having its principle office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York 11362 (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 premises and mutual covenants contained in this Agreement, the parties agree as follows:

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

2. Services. It being fully understood that this Agreement is strictly on an "as needed" basis and does not obligate the County to call upon the Contractor to render services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) The County, acting on behalf of the Department, hereby hires and retains the Contractor to provide to the Department on an "as needed" basis, adoption services for the child(ren) placed with the Contractor.

(b) Adoption services means assisting the child(ren) to secure an adoptive home through the evaluation of child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents; counseling for families after placement; supervision of children in adoptive homes until legal adoption; and counseling of adoptive families after legal adoption.

(c) Adoptive placement means the child(ren) has/have been placed into a home for the purpose of adoption and the Department and adoptive parent or the child's foster parent have signed an adoption agreement and the facts of such placement have been recorded in a bound volume in accordance with Subdivision 5 of Section 384 of the Social Services Law.

(1) The Department agrees to be responsible for providing all adoption services not contracted to be provided for by the Contractor, and to include, but not be limited to, the following:

(i) Retain legal custody of the child(ren).

(ii) Provide for support and maintenance of the child(ren) until legalization or termination of service.

(iii) Pay adoptive parents for support and maintenance of child(ren) to the extent allowed by New York State laws, rules and regulations.

(iv) Accept child(ren) back for future care and planning if removal of the child(ren) is indicated upon a minimum of one (1) week's notice by the Contractor .

(v) Allow Contractor, upon immediate notification to the Department, to move child(ren) to another certified foster home for emergency or respite placement.

(vi) Provide supporting documents necessary for the adoption of the child(ren).

(2) The Contractor agrees to provide adoptive services as follows:

A. Family/Home Study and Training

Complete a Family/Home Study and provide adoption training in order for a family to be licensed. Adoption modified MAPP (Model Approach to Partnership in Parenting) training which consists of an introductory two hour session and then three six hour Saturday sessions covering such topics as Child Development; abandonment and its consequences; and understanding foster care. Families hear from an adult who was adopted from the foster care system as a teen and from an adult who adopted children from the foster care system.

B. Transition Work

Preparation work that is done between the time the family meets the child(ren) and the time that the child(ren) moves in with the family. This usually takes nine months. The family has one transition worker and the child(ren) has a different transition worker. After each visit between child(ren) and family, the family would speak with their transition worker and report how the visit went. Things that needed to be changed are looked at; things that are done well are noted; plans for the next visit would be made. The child(ren)'s transition worker would visit with him/her after each visit until about 1/3 of the way into the process, when the visits would become monthly. All visits are in person. The child(ren)'s transition worker would go over the visit with the child(ren) and offer a tremendous amount of support. They would also plan the next step in the visiting.

The culmination of the transition would be a Covenant Ceremony, held at Contractor's office, in which family and child sign personalized adoption Covenants explicitly and publicly expressing their commitment to the adoption.

C. Supervision

(i) Provide adoptive services care for the child(ren), including arrangement of any necessary evaluations, therapy and other service interventions.
(ii) Make supervisory visits to the adoptive family at least once a month until legalization and after, if mutually agreed upon by involved parties. The worker will also visit on emergency basis if/as necessary.
(iii) Send copies of progress notes bi-monthly to the Department, including documentation of each visit as mandated by the utilization review guidelines.
(iv) Report immediately any unforeseen difficulties to the Department.
(v) Cooperate with the Department in planning for the transfer of the child(ren) to another placement home, if circumstances dictate such action.
(vi) Cooperate with the Department in planning for the return of the child(ren) if the removal of the child(ren) is indicated, or if circumstances dictate such action.
(vii) Prepare and evaluate documents for the child(ren)'s adoption.
(viii) Prepare legal adoption documents for the Department. The Contractor will provide investigation reports and provide the Court with any documents that need a case work assignment.
(ix) Provide support and guidelines to adoptive parents to complete legal adoption.

(3) The Contractor agrees that it is an organization as defined by Sections 371.10(a) and (b) of the Social Services Law.

(4) Contractor may provide reasonable transportation services to support and render services under this contract upon written approval from the Department.

(5) Counseling Services. Counseling provided to birth parents, by a licensed social worker, regarding the decision to execute a surrender of parental rights for a child who is in the foster care system, or who will entering the foster care system. Counseling to include discussions prior to a potential surrender of parental rights and post counseling to assist the birth parent after a surrender of parental rights is executed, and accompanying birth parent to Family Court as a support during the surrender of parental rights by the birth parent. In addition, a Family Focus licensed social worker could serve as a witness in an extra judicial surrender and/or train Nassau County Department of Social Services staff to serve as a party to an extra judicial surrender as follows: In any case where a surrender is not executed and acknowledged before a judge or surrogate such surrender shall be executed and acknowledged by the parent, in the presence of at least two witnesses. At least one witness shall be an employee of an authorized agency trained, in accordance with the regulations of the department of children and family services, to receive surrenders. At least one witness shall be a person who is either a licensed master social worker, licensed clinical social worker or an attorney and who is an employee, volunteer, consultant or agent of or attorney for the authorized agency to which the child is being surrendered.

(6) "Relationships Are Decisions". Relationships Are Decisions Program (RAD) involves having each child assigned a transition worker who meets with the child twice a month to understand the child's long-term goals for performance and then work with the child regarding

the obstacles that have existed both historically and currently in the child's behavior. The key to working successfully with these children is the ability for the worker to connect with them. Such a relationship provides a positive framework that replicates community norms, bolsters internal support, and allows for corrective experiences.

(d) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Children's Services, a report, in a format approved by the Department, the frequency of which is to be determined by the Department.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall not exceed FIFTY TWO THOUSAND EIGHT HUNDRED ($52,800.00) DOLLARS to be paid as follows:

(A)

(1) The Contractor will bill and County will pay ONE THOUSAND SIX HUNDRED DOLLARS ($1,600.00) Family/Home Study and Training fee per family. This will be payable when a child(ren) moves into the family's home.

(B)

(1) The Contractor will bill and County will pay FIVE THOUSAND DOLLARS ($5,000.00) for the "Transition" work per child.

(2) A second and third sibling's Transition fee is 50% of the initial fee stated in section 3(a)(A)(1) or TWO THOUSAND FIVE HUNDRED DOLLARS ($2,500.00), if placed with the same family.

(3) There will be no "Transition" fee for any additional siblings placed with the same family.

(4) The above is billed one-half when the first phase of Transition is completed. The first phase occurs when the child and family meet for the first time and agree to visit a second time.

(5) Contractor will bill for phase two for the work done from the time visiting begins, through placement, only if a placement date is confirmed.

(6) Any of Contractor's expenditures that do not culminate in a family and child meeting and agreeing to visit are solely the responsibility of the Contractor.

(C) The Contractor will bill for supervision and the County will pay:

(1) $1,350.00 per month for a first child;
(2) $675.00 per month for a second and third sibling placed with the same family;
(3) There will be no fee for any additional siblings placed with the same family;
(4) If a finalization takes place during mid-month, the monthly fee is pro-rated.

(D) The Contractor will bill and County will pay NINETY THREE and 75/100 DOLLARS ($93.75) per hour for Counseling Services as described in 2(c)(5).

(E) The Contractor will bill and County will pay TWO THOUSAND TWO HUNDRED DOLLARS ($2,200.00) per child per month, billable monthly, for RAD program services as described in Section 2(c)(6).

(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) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

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

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) 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.

(g) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: To include reimbursement for Contractor's reasonable travel related expenses incidental to the Services to be provided by the Contractor under this agreement, and subject to review and approval by the Department.

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. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357.

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 in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement 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 Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) 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." 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; Supremacy (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with 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 supercedes 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 approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

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

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

FAMILY FOCUS ADOPTION SERVICES.

By: _____

Name: JACK BRENNAN

Title: EXECUTIVE DIRECTOR

Date: 1/18/14

NASSAU COUNTY

By: _____

Name: Richard R. Walker

Title: Deputy County Executive

Date: 4/28/14

PLEASE EXECUTE IN BLUE INK

15122
116010

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

On the 28 day of April in the year 2014 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 Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci
NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

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

On the 13th day of JANUARY in the year 2014 before me personally came JACK BRENNAN to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of ORANGE; that he ~~or she~~ is the EXECUTIVE DIRECTOR of FAMILY FOCUS ADOPTION SERVICES, 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

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU6280529
Qualified in Suffolk County
Cert. Filed in Albany, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester County
My Commission Expires April 29, 2017

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   JACK BRENNAN (Name)

   [redacted] (Address)

   [redacted] (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor _____ has ____✓____ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____

_____

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

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

1/13/14
Dated

Signature of Chief Executive Officer

JACK BRENNAN
Name of Chief Executive Officer

Sworn to before me this

13th day of January, 2014.

Notary Public

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU6280529
Qualified in Suffolk County
Cert. Filed in Albany, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester County
My Commission Expires April 29, 2017

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 FAMILY FOCUS ADOPTION SERVICES., has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That JACK BRENNAN, EXECUTIVE DIRECTOR
Corporate title

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

Joel Friedrich
Officer

Sworn to before me this 13th

day of January 2014

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 01BU6280529
Qualified in Suffolk County
Cert. Filed In Albany, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester County
My Commission Expires April 29, 2017

116010

CLSS16000003

NIFA

Nassau County Interim Finance Authority

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

1. Vendor: Family Focus Adoption Service

2. Dollar amount requiring NIFA approval: $ 109,200.00

Amount to be encumbered: $ 109,200.00

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 services.

4. Funding Source:

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % 50
State % 20
County % 30

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:

The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

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:

CLSS15000006 $82,800.00

AUTHORIZATION

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

Signature Title Date 12/29/15

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.