

Contract ID#: CQSS16000001



Department: Social Services

R22

E-26-16

Contract Details

SERVICE Non Secure Detention Center

NIFS ID #: CQSS16000001

NIFS Entry Date: 12/28/15 Term: from 01/01/16 to 12/31/16

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

Agency Information

Vendor		County Department
Name MercyFirst	Vendor ID# 111635089	Department Contact Michael A. Kanowitz
Address 525 Convent Road Syosset, NY 11791	Contact Person Gerard McCaffery Email gmccaffery@mercyfirst.org Phone 516 921-0808 Fax 516 921-4542	Address 60 Charles Lindbergh Blvd Phone 516 227-7452

Routing Slip

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

RECEIVED
CLERK OF THE LEGISLATURE
JAN 15 2016

Contract Summary

Description Non Secure Detention Center

Purpose: We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. *(New Contract.)*

Method of Procurement: Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. Family Court is pleased with the quality of services. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. MercyFirst is a good partner to DSS as they are flexible and accommodating. The cost is reasonable.

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

Description of General Provisions: The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JD's. They will provide full time care for eligible children referred to their facility.

Impact on Funding / Price Analysis: State 49% County 51%

Change in Contract from Prior Procurement: No Change

J. Jannato 2/1/16

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	68
Resp:	6800
Object:	ww818
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$293,750.00
Federal	\$
State	\$281,750.00
Capital	\$
Other	\$
TOTAL	\$ 575,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	WW818//SSGEN6800	\$ 575,000.00
2		\$
3		\$
4		\$
5		\$
6	WW818//SSGEN6800	\$
TOTAL		\$ 575,000.00

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	<i>[Signature]</i>
Name		Name		Date	<i>1/15/16</i>
Date		Date		(For Office Use Only)	
				E #:	

126135

PR5254 (8/04)

E-26-16

RULES RESOLUTION NO. 26-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE
COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DEPARTMENT OF SOCIAL SERVICES AND MERCYFIRST

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-26-16
VOTING:
ayes 4 nays 0 abstained 3 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement
with MercyFirst for the placement into non-secure detention of eligible
Persons in Need of Supervision and Juvenile Delinquents, a copy of which is
on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with MercyFirst.

George Maragos
Comptroller



CGSS16000001

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: MercyFirst

CONTRACTOR ADDRESS: 525 Convent Road, Syosset, NY 11791

FEDERAL TAX ID #: 111635089

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. (SEE MEMO ATTACHED)
- ☐ 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 110, the department is purchasing the services

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

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

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

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

IX. ☐ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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


Department Head Signature

12-28-15
Date

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

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



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

Contractor Evaluation Form

Contract Number:

Contract Name: MERCY FIRST NON SECURE DETENTION

Service Provided:

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

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

Date:

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

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

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

Do you recommend the contractor for future contracts? Yes No

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

Definition of Quantitative Scale:

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

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

Definition of Rating Factors:

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

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

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

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

Cost Effectiveness

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

Responsiveness to DSS Requests

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

Number of Complaints

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

Problem Resolution.

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

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

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

Date: December 28, 2015

Subject: MercyFirst (Non-Secure Detention Services)
New Contract 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 10, 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
126149



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 10, 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: MercyFirst
Non-Secure Detention Services New 2016

Dear Mr. Tuifel:

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

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

Sincerely,

A handwritten signature in black ink that reads "Michael A. Kanowitz". The signature is stylized with a large, sweeping "M" and a trailing flourish.

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
125448

NON-SECURE DETENTION SERVICES AGREEMENT

THIS AGREEMENT, dated as of January 1, 2016, (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) mercyFirst, a not-for-profit corporation, having its principal office at 525 Convent Road, Syosset, NY 11791 (the "Contractor").

WITNESSETH:

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

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

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

1. Term.

This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.

2. Definitions.

(a) Detention. Shall mean the temporary care and maintenance, away from the home, of children held pursuant to Article 3 or 7 of the Family Court Act; or held pending a hearing for alleged violation of the conditions of release from a school, center or youth center of the division; or held pending return to a jurisdiction other than the one in which the child is held; or held pending return from Absence Without Official Authorization ("AWOL"); or held pursuant to a securing order of a criminal court if the person named therein as principal is under the age of sixteen (16); or held pending transfer pursuant to sentence.

(b) Juvenile Detention Facility. Shall mean a facility certified by the New York State Division for Youth ("Division"), for the care of children detained in accordance with provisions of the Family Court Act, regulations of the Division, and the Criminal Procedure Law.

(1) No Juvenile Detention Facility shall be located in a building which is also used as an adult detention or jail facility.

(2) If a Juvenile Detention Facility is located on premises adjacent to an adult detention or jail facility, there must be total sight and sound separation between the facilities.

(3) A Juvenile Detention Facility shall not share program space with any other type of program or facility without the prior written consent of the Division and Department.

(c) Non-Secure Detention Facility ("NSD"). Shall mean a Juvenile Detention Facility characterized by the absence of physically restricting construction, hardware and procedures. A NSD may be a family boarding home, agency-operated boarding home, group care or institutional facility and nonresidential programs and services as defined herein.

(1) Non-secure detention family boarding care facility shall mean a family boarding home, certified by the Division, to provide care for one to six children, and operated in accordance with Title 9 NYCRR Part 180.

(2) Non-secure detention agency-operated boarding care facility shall mean a family-type home, certified by the Division, to provide care for one through six children, and operated in accordance with Title 9 NYCRR Part 180.

(3) Non-secure detention group care facility shall mean a facility, certified by the Division, to provide detention care for 7 through 12 children, and operated in accordance with Title 9 NYCRR Part 180.

(4) Non-secure detention institutional facility shall mean a facility, certified by the Division, to provide care for 13 or more children, operated in accordance with this Title 9 NYCRR Part 180.

(d) Holdover Facility. Shall mean a juvenile detention facility with physically restricting features within which care may be provided for not more than 48 hours

(e) Fixed Bed. Shall mean the New York State Office of Children and Family Services ("OCFS") approved and contractually established bed capacity set aside solely for the use of Nassau County on a Non-Decline Basis for all County eligible children, who have been referred from authorized sources. The Fixed Beds allocated for Nassau County shall be staffed and maintained in a state of readiness to accept referrals on a twenty-hour (24) a day, seven (7) day per week basis. Any change in the Fixed Bed Capacity must have the prior written approval of the Division and Department. As used in this section, "Non-Decline Basis" shall mean that the Contractor shall not refuse placement of any eligible Nassau County children referred by authorized sources.

(f) Temporary Care. Shall mean a period of not more than forty five (45) days.

(g) Resident(s). Children and youth ages ten (10) through seventeen (17) years with a finding or pending finding of being a Person in Need of Supervision ("PINS") or a Juvenile Delinquent ("JD"), and ordered to detention by a Family Court ("Court") Judge or apprehended on a PINS/JD warrant. Individuals may be over seventeen (17) years old when the Court has continued its jurisdiction.

3. Regulatory Requirements/Compliance

At all times Contractor shall:

(a) Comply with all applicable New York State statutes, OCFS rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over the operation of NSDs and the care of persons placed therein, including but not limited to New York State Family Court Act, New York State Executive Law Article 19-G, Title 9 New York Codes, Rules and Regulations Part 180, Title 8 New York Codes, Rules and Regulations Part 116, and the rules and regulations of the New York State Education Department of Education.

(b) Be certified by OCFS to provide NSD services. Such operating certificate must be renewed and maintained continuously. Copies of the NSD facility operating certificate, OCFS inspection reports, and any corrective action plans shall be provided to the Department upon execution of this Agreement.

(c) The Contractor warrants that it has been certified by the New York State Office of Children & Family Services (OCFS) for receiving children charged as PINS or who have been adjudicated as JDs.

4. Program Model.

Contractor shall have in place an organizational/treatment program model ("Program Model") which shall address the various needs of the Residents, including but not limited to the medical, clinical and service needs of the Residents. Any such Program Model being implemented by Contractor shall comply with all applicable New York State statutory standards, OCFS rules and regulations and the Department's rules and regulations, including but not limited to OCFS Informational Letter 05-OCFS-INF-01. Upon execution of this Agreement, Contractor shall provide the Department with copies of OCFS' certification and/or approval of Contractor's Program Model.

5. Services.

The Services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) Maintain six (6) co-ed Fixed Beds for the non-secure detention of Residents. The NSD shall be located at 87 Shell Street, East Massapequa, NY 11787.

(b) Provide full-time care and maintenance for male Residents referred to Contractor for non-secure detention. Care and maintenance shall include, but shall not be limited to:

(1) Care and maintenance services customarily associated with out-of-home care, including: appropriate sleeping accommodations, well balanced diet, and supervision of Residents' health and personal hygiene.

(2) Supervision, attention and affection appropriate to age, the establishment of an emotional climate which encourages warm interpersonal relationships, trust, the development of sense of self-worth and self-discipline.

(3) Furnishing a modest amount of clothing to handle emergency clothing needs. Emergency clothing needs shall be defined as the items of clothing the Resident(s) reasonably needs depending on circumstances (e.g. during winter a Resident must have a winter coat). Contractor shall be responsible for informing parents of the Resident's clothing needs, which are generally to be provided by parents. Contractor shall prohibit Residents from having expensive jewelry, electronics or expensive clothing.

(4) Work with Residents to develop good personal hygiene practices. Contractor shall provide Residents with any hygiene articles not provided by families.

(c) When needed group the population by age.

(d) Maintain a capacity to accept eligible children detained, remanded, held or placed on an emergency basis, after Court hours, for all eligible children from authorized sources.

(e) Provide full-time care to eligible children referred to the group care facility in accordance with the rules and regulations of OCFS, the Department, all applicable New York State statutes, and the rules and regulations of all other governmental agencies having jurisdiction of the operation of non-secure group care facilities and the care of persons placed therein.

(f) Provide transportation for Residents to forensic evaluation appointments, court appointments, and medical appointments as part of full-time care.

(g) Comply with the following medical care requirements:

(1) An intake physical shall be administered pursuant to OCFS rules and regulations. Contractor within seventy-two (72) hours of intake shall cause a prompt health appraisal to be conducted upon each Resident. Contractor shall ensure the availability of psychiatric consultation services if necessary.

(2) Each Resident in continuous care for more than three (3) days shall have a complete physical examination, including a health appraisal, which shall be properly recorded.

(3) Any known extenuating medical condition(s) shall require an immediate assessment to be conducted by Contractor at the time of intake.

(4) The Contractor shall notify the Department immediately of any injury(ies) or illness(es) which may require hospitalization of any Resident. The Contractor shall use those medical services and providers approved and assigned by the Department except that in emergencies, the Contractor shall be allowed to use the best available facility, provider or services.

(5) The Contractor agrees to coordinate appointments for all routine intake or admission physical examinations, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(6) The Contractor agrees to coordinate appointments for required non-emergency medical services, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(7) The Contractor agrees to pay for the expenses of emergency medical services or in-hospital treatment directly to provider thereof, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(8) The Contractor shall be expected to procure the aforementioned medical services, as well as required non-emergency medical services, through local community based providers, the expenses of which shall be reimbursed by the Department. Contractor shall cooperate with the Department to maximize third party reimbursement for medical costs, including Medicaid and other health insurance.

(h) The Contractor shall comply, on a timely basis with requests by the designated representative of OCFS and/or the County for conformity to all applicable statutes, rules and regulations.

(i) Beds: Use, Revenues, Reimbursement Claims.

(1) The Contractor agrees that all Fixed Beds under this Agreement are reserved for the exclusive use of the County. Requests for use of any of the Fixed Beds reserved for the Department pursuant to this Agreement made from any source other than the Department shall be referred to the Department for its prior written approval. The Contractor shall not accept any PINS or JD youth from any non-County source prior to its request for and receipt of advance written approval from the Department. Failure to receive prior written approval from the Department shall result in a denial of reimbursement to the Contractor. In addition, Contractor agrees that the County shall be entitled to recover the following sums of money in the event it fails to receive prior written approval:

i. First occurrence: reimbursement of the used Fixed Bed per diem rate multiplied by the number of day(s) of non-Department bed use;

ii. Second occurrence: this Agreement shall be immediately terminated and Contractor shall reimburse the County pursuant to the rate specified in sub-section (1)i. above.

If receipt of prior written approval is impracticable during evening or weekend hours or an emergency circumstance, the Contractor shall obtain such written approval the next business day. Any request for reimbursement by Contractor for which prior written approval was not obtained by the following business day shall be denied.

This provision shall in no way be construed as a penalty clause nor shall it limit the County and/or the Department's remedies under this Agreement or the law.

(2) The Contractor acknowledges that the Department's decision to approve or disapprove said request for placement is at the Department's discretion, and is final and binding upon the Contractor.

(3) The Contractor will provide, on a monthly basis as an attachment to its payment-request voucher, a detailed census of all Residents in residence for each of the Fixed Beds and Excess Beds at the Facility, as set forth in Exhibits 1 and 2.

(4) The Contractor is responsible for obtaining payment of all fees for services from the non-County source in connection with the placement of any eligible non-County JD or PINS youth in any of the Fixed Beds or Excess Beds, and remitting such monies on a monthly basis to the Department. Such monies shall not be deducted by the Contractor as an offset from monthly payment-request vouchers, but must instead be remitted separately in accordance with Section 5 (i)(5) below.

(5) Any monies received by the Contractor from any non-County source(s) will be considered revenue. The Contractor must separately itemize, on a monthly basis, all revenue received from non-County sources for use of any of the Fixed Beds and/or Excess Beds in the Facility, accompanied by a detailed census report showing both the County and non-County sources of revenue. Such written itemization, which is subject to confirmation by the non-County source, must also include a line-item breakdown of each specific cost reimbursed by the non-County source, and must be attached to the monthly payment-request voucher. (For example, per diem payments by other Counties must be itemized to show exactly which expenses the rate includes.)

(6) All revenues generated for use of any of the Fixed Beds in the Facility must be separately reported as set forth herein, and may not be deducted by the Contractor as an offset from the payment-request voucher claim submitted by Contractor to the Department. Such revenue shall be remitted to the County separately in accordance with Section 5 (i) (5) above.

i. Under no instance will the County reimburse Contractor for costs under this Agreement that have been paid by or are payable by any non-County source, including but not limited to per diem fees for services earned by the Contractor. Any revenues received by Contractor that duplicate charges to the County shall be remitted to the County.

ii. Per diem fees. Per diem fees paid or payable to the Contractor by non-County sources are considered to be "all-inclusive," which means that such fees will be deemed to cover, among other costs, Facility operational expenses including, but not limited to, salaries and related fringe benefits, rental costs, and utilities. Therefore, any per diem fees paid or payable to Contractor by non-County sources for costs incurred for use of the Fixed beds shall be remitted to the County.

iii. Failure to remit non-County fees/revenues owing to the County in accordance with the above procedures will be deemed a material breach of the Agreement.

iv. Direct care expenses of non-County PINS and/or JDs utilizing any of the Fixed Beds in the Facility, including but not limited to transportation, food, medical costs, children's activities, and similar expenses, shall not be reimbursed by the County.

v. Any request for reimbursement that fails to comply with these procedures and limitations shall be denied.

iv. If the Contractor retains duplicate payment(s) from the County and any non-County source for any cost item under this Agreement, such will be considered a material breach and default of the Agreement, resulting in immediate termination of the Agreement for cause, and the County reserves its right to exercise any and all remedies available at law or in equity to resolve the matter.

(7) The Contractor shall ensure that the staff designated and furnished in the operation of its non-secure detention facility meet and possess all staffing requirements as defined by New York State Statute and all regulations of OCFS, including but not limited to, Juvenile Detention Facility Regulations Section 180.10, Non-Secure Detention Facility. The Contractor shall provide to the Department, within 30 days of contract submission, resumes for all proposed and continuing executive, administrative and program staff members, including their position title, area(s) of responsibility under this Agreement. The Contractor shall also identify, in writing and in advance of any promise of new or continued employment, any potential conflict(s) of interest that may exist with respect to both prospective and current employees (including management positions), such as family relationships between any employee(s) and among officers and/or board members, and provide a written plan satisfactory to the Department for how such conflict(s) will be resolved. Staff hired to perform services pursuant to this or any other Agreement with the County shall do so in strict compliance with any written position descriptions provided by the Department, and in accordance with all other procedures and provisions contained herein.

(8) The Contractor shall submit to the Department upon the final execution of this Agreement satisfactory proof of any and all licenses or certificates as may be required by the State of New York, or any of its departments, boards or agencies. Failure to acquire or maintain any such license or certificate shall be deemed a material breach of this Agreement.

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

(10) The Contractor shall notify the Department of all changes in its staff who are providing any Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors, and must also include reasons for the change along with a written statement describing the effect of the change on any County- funded contract, regardless of impact on per diem rates. Final advance written approval of such changes by the Department is required, and if it is not obtained, reimbursement to the Contractor may be denied.

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

(l) Contractor shall develop and coordinate appropriate recreational and cultural activities. There shall be at least two (2) hours of recreation each school day and four (4) hours each vacation day and weekend day. Contractor may make use of community resources in providing recreation for Resident(s) in care.

(m) Contractor shall ensure that Resident(s) are allowed access to religious services. Participation shall be entirely voluntary and program staff shall not insist that a Resident participate in any such services.

6. Casework Services

(a) Contractor shall develop a service plan consistent with its Program Model that identifies immediate medical, mental health, education, recreation and other service needs and describes short-term plans for addressing those needs. Such plans should be followed up by case reviews and team meetings.

(b) Arranging to provide for required services such as medical, education and other such services as required by this Agreement or applicable law shall be part of casework services. The case manager or social worker shall be responsible for visiting each Resident daily at least during the first week of each Resident's placement.

(c) Casework services shall address Resident adjustment to the detention setting as well as facilitating and maintaining family and community ties within the constraints of the legal system.

(d) Behavior reports, incident reports and Court notifications shall be in written form and shall be forwarded to the Court within two business days of occurrence with a copy to the Department.

(d) Contractor shall coordinate closely with Department staff in providing timely and objective information regarding enrolled children and their families in support of quality and efficacy of service planning and delivery and the facilitation of expeditious reintegration into the community.

7. Educational Services

(a) Contractor shall ensure the provision of educational services which are appropriate to each Resident's needs and which shall comply with any and all applicable New York State laws and regulations, including but not limited to Title 8 NYCRR Part 116.

(b) Contractor shall provide a minimum of three (3) hours of instruction per day.

(1) Each Resident shall receive educational services by qualified and duly licensed staff at the NSD. The maximum group size for classes shall be one (1) teacher per twelve (12) students.

(2) Contractor shall contact the Resident's home school district with a goal of developing an optimal education plan for the duration of the Resident's stay in detention.

8. Transportation

(a) Contractor shall be responsible for transporting each Resident in its care to the Resident's Court appearance (including escorting each Resident to the Court room), probation related activities, and all medical, health and mental health services of routine and emergency nature within or outside Nassau County.

(b) Contractor shall also transport any Resident remanded by the Court to the NSD.

(c) Contractor shall be responsible for providing all transportation resources (e.g. vehicles) and shall make available, at all times, adequate staff and vehicles to insure the timely pick-up and drop-off of each Resident.

9. Contractor Staff

(a) The number and qualifications of staff provided for the operation of the NSD shall meet and possess all requirements as defined by the rules and regulations of New York State, OCFS and Nassau County, including but not limited to requirements specified at Title 9 NYCRR Parts 180.8 and 180.10. Contractor shall assure that two (2) child care workers are awake and alert at

all times for each NSD having more than six (6) beds. Contractor's staff shall have the following additional qualifications:

- (1) Possess appropriate experience and training as specified in Title 9 NYCRR Part 180.8.
- (2) Casework services shall be provided by an experienced social worker. Social work staff shall either be a Certified Social Worker or shall be supervised by a Certified Social Worker.
- (3) Education staff shall be certified or eligible for certification by the New York State Education Department. Education staff shall meet the personnel requirements set forth in Title 9 NYCRR 180.8.
- (4) All staff employed by Contractor shall be subject to the screening and background requirement of the Child Abuse Prevention Act of 1985 and any amendments thereto as well as the personnel requirements set forth in the Nassau County Charter Article X Section 1007. New York State Central Register of Child Abuse and Maltreatment clearances shall be obtained prior to any employee commencing employment at the NSD. Contractor shall also conduct a health examination prior to hiring any potential employee and annual health examinations thereafter.
- (5) Intake detention staff shall be trained in the legal aspects of detention admissions as well as in the evaluation of a child's potential need for referral to medical, psychiatric or other specialized services.
- (6) Staff, whenever possible, shall reflect the gender and ethnic diversity of the NSD's population.

10. Payment.

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all Services provided under this Agreement (the "Maximum Amount") shall not exceed Five Hundred Seventy Five Thousand and 00/100 Dollars (\$575,000.00) and shall be paid as follows:

DAILY COST PER USED FIXED BED:	\$257.32
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DAILY COST PER UNUSED FIXED BED:	\$241.88
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The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for anything above the Maximum Amount.

The full time care of Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each Resident placed in the Contractor's group care

facility, including the day of admission of the Resident but not the day of discharge of said Resident.

(i) It is further agreed by the Contractor that funds received by the Contractor from other sources for care provided by the Contractor under this Agreement shall be considered Revenue. The Revenue will be collected by the County monthly as an offset to the expenses incurred by the County. The Contractor shall submit to the Department on a monthly basis an accounting of all such funds received and expended. Failure to comply with this procedure will be considered a material breach of the Agreement.

(ii) It is further agreed by the Contractor that the full time care of eligible Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each eligible Resident placed in the Contractor's group care facility, including the day of admission of the eligible Resident but not the day of discharge of said Resident.

(iii) The use of County funds for payment of one time salary enhancements or bonuses is not permitted under this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than 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. Payment claims must bear an original signature of an authorized official or staff member of the Contractor and be submitted to the Department.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event 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 under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor shall pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement, and must reimburse the County, on a monthly basis, for any revenues it receives from non-County sources.

(f) 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.

11. Contract Monitoring.

The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement.

(a) Performance Standards. The Contractor shall comply with the following performance standards as follows:

(1) Eighty percent (80%) of all Residents will have health, psycho-social and education assessments completed within twenty-four (24) hours of admission.

(2) One hundred percent (100%) of the Residents residing for at least seventy-two (72) hours (three days) will have health, psycho-social and education assessments completed within seventy-two (72) hours of admission.

(3) Ninety-five percent (95%) of the Residents will be reported to the Department's NSD program liaison, and entered into the NYS Juvenile Detention Automation System ("JDAS"), within twenty-four (24) hours of admission. One hundred percent (100%) of the Residents admitted will be reported to the Department liaison and entered into JDAS within forty-eight (48) hours of admission.

(4) During the Residents' term of residency, eighty percent (80%) of the Residents admitted must show improvement in psycho-social deficits as identified in the individual service plan as measured by the Contractor's assessment process.

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

(1) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison, a monthly report in a format approved by the Department enumerating the following:

- i. For every Resident:
 - A. Date of admission, date of discharge, length of stay.
 - B. Date of completion of health, psycho-social and education assessments.
 - C. Date of submission of required Court reports, papers and memorandum.
- ii. Number of health, psycho-social and education assessments completed.
- iii. Number of Residents showing improvement in psycho-social deficits as identified in the individual service plan.
- iv. Number of family contacts and family visits accomplished.
- v. Number of youth AWOL during the month.

(2) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison monthly census reports in substantially same format as that of Exhibits "1" and "2" annexed hereto and made a part hereof.

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

(4) In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 20.

12. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships,

corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

13. 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.

14. 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.

(i) Board of Directors. All policy, financial, managerial, and programmatic decisions by the Contractor shall be made with the express, documented approval of the Contractor's Board of Directors. For purposes of this Agreement, acceptable documentation shall include written Board minutes of Board meetings attended by a quorum of voting-eligible Board members wherein the matter decided was approved by vote of the requisite majority of members.

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

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

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

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, Social Services Law Section 136 and 18 NYCRR 357, as amended, and any other provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

15. 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.

(c) Any vehicle(s) provided by Contract to transport Resident(s) shall be inspected for safety at least once a year.

The provisions of this section shall survive the termination of this Agreement.

16. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

The provisions of this Section shall survive the termination of this Agreement.

17. 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 to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per 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, (iv) if operations under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each accident, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) 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 which is 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 current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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.

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

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

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

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

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

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, 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.

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

(b) In addition to any reports requested under Section 11 above, the Contractor shall also submit to the Department's liaison on a monthly basis, as required, the worksheets and forms attached hereto as Exhibits 1 and 2. All submissions shall be signed by the Executive Director, whose signature shall be notarized, and certified by the Contractor's Board of Trustees.

(c) The Contractor shall maintain all monies received from the County under this Agreement in an FDIC approved bank account. Such monies shall not be commingled with funds from any other source. No transactions to or from any non-County programs, grants, or other sources of revenue are permitted in the account to which reimbursements to Contractor are deposited pursuant to the Agreement.

(d) All funds received by the Contractor from sources other than the County and applied to the provision of Services provided under this Agreement shall be accounted for and maintained in an FDIC approved bank account established for this purpose.

(e) Within One Hundred and Eighty (180) days from the termination of this Agreement, the Contractor shall submit to the Department a financial statement for the calendar year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Failure to timely comply will delay any reimbursements potentially owing to Contractor pursuant to the Agreement.

(f) Contractor will provide detailed schedules of the Contractor's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Facility. Such information shall be provided in a format approved by the County, and shall be reconciled to the basic financial statements and covered by an independent auditor's report.

(g) Failure to comply with the terms of this Section 20 shall be deemed a material breach of this Agreement.

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

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

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

22. 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.

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

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

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

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

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

(d) This Agreement shall be deemed as drafted by the parties and shall not be construed against the County as drafter of the Agreement.

26. 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.

27. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.


28. 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, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

MERCYFIRST

By: 
Name: Gerard McCaffery
Title: President/CEO
Date: 11-17-15

NASSAU COUNTY

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

Date: _____

PLEASE EXECUTE IN BLUE INK

124923

COUNTY OF NASSAU)

_____ 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

COUNTY OF NASSAU)

Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

EXHIBIT 1
N.S.D. Census - Nassau County versus Out of County
Monthly Census & Revenue Attestation

Nassau County Actual Census					Out of County	
Day of Month	Total # of Beds Occupied - Used			Unoccupied beds Per day	# Beds Used	# Nassau Beds Used
	Reserved	Overflow	Total		Total	Total
1		-				
2		-				
3		-				
4		-				
5		-				
6		-				
7		-				
8		-				
9		-				
10		-				
11		-				
12		-				
13		-				
14		-				
15		-				
16		-				
17		-				
18		-				
19		-				
20		-				
21		-				
22		-				
23		-				
24		-				
25		-				
26		-				
27		-				
28		-				
29		-				
30		-				
31		-				
Total Beds	-	-				

By signing, I attest this is the daily census of all youth, Nassau & out of county, placed at this facility:

Signature _____

Date _____

EXHIBIT 2
N.S.D. Census -Out of County Detail
Monthly Detail by Name & County

Name	Dates of Service	Total Days	County	Revenue Collected	Rate	Nassau Reserved Bed Used	# of Nassau Bed Days Used	Comments
------	------------------	------------	--------	-------------------	------	--------------------------	---------------------------	----------

Total	0	\$ -	0
--------------	----------	-------------	----------

Calculation of Revenue Due Nassau County

Total Bed Days Used

Occupied Per Diem Rate

Revenue Due to Nassau

By signing, I attest this is the Total Revenue Due Nassau from using Nassau reserved Beds:

Signature _____

Date _____

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:

Gerard McCaffery

(Name)

525 Convent Road, Syosset, NY 11791

(Address)

(516) 921-0808 ext. 100


(Telephone Number)

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

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

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

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

11-17-15
Dated

Signature of Chief Executive Officer

Gerard McCaffery
Name of Chief Executive Officer

Sworn to before me this

17th day of November, 2015.

Maureen A. Houston
Notary Public

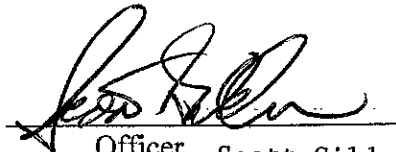
MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

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 mercyFirst, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Gerard McCaffery, President/CEO
Corporate Title

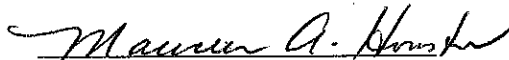
of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from January 1, 2016 through December 31, 2016.



Officer Scott Gildea
Chair, Board of Trustees

Sworn to before me this 18th

day of November, 2015


Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO8060612
Qualified in Nassau County
Commission Expires June 25, 2019

COUNTY OF NASSAU

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

1. Name of the Entity: MercyFirst
Address: 525 Convent Road
City, State and Zip Code: Syosset, NY 11791
2. Entity's Vendor Identification Number: 11-1635089
3. Type of Business: Public Corp Partnership Joint Venture
Ltd. Liability Co Closely Held Corp 501 c 3 - non-profit Other (specify)

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

See attached list of members of Board of Trustees

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.

MercyFirst is a 501 c 3 corporation

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.

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

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

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

Dated: 11-17-15

Signed:



Print Name: Gerard McCaffery

Title: President/CEO

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

Business History Form

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

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

Date: 11/17/15

1) Bidder's/Proposer's Legal Name: MercyFirst

2) Address of Place of Business: 525 Convent Road, Syosset, NY 11791

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? Own

4) Dun and Bradstreet number: 021131909

5) Federal I.D. Number: 11-1635089

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

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

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

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

10) Has the 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: N/A

a) Please disclose:

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

(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.

See attached Conflict of Interest Form - Board members are required to sign a Conflict of Interest Form annually.

TRUSTEES AND OFFICERS CONFLICTS OF INTEREST POLICY

Purpose of Policy

The purpose of this policy is to protect the interests of MERCYFIRST when it is contemplating entering into a transaction or other business relationship that might, directly or indirectly, benefit the private or outside interests of one of MERCYFIRST's trustees or officers.

Conflicts of interest potentially place personal or outside interests at odds with the fundamental duty of loyalty owed by MERCYFIRST's officers and directors as fiduciaries of MERCYFIRST. The appearance of a conflict of interest can also damage MERCYFIRST's institutional credibility and MERCYFIRST's ability to fulfill its mission and programmatic goals. The Board of Trustees expects that trustees and officers will respect their obligations to act in the best interests of the MERCYFIRST in fulfilling its charitable mission.

Definitions

Conflict of Interest. "Conflict of Interest" means any Transaction involving MERCYFIRST and an Interested Person.

Interested Person. "Interested Person" means, with respect to any Transaction to which MERCYFIRST is a party, any of MERCYFIRST's trustees or officers if such person:

- Is a party to the Transaction;
- Is a director or officer of any other corporation, firm, association or other entity that is a party to the Transaction (or holds a position in such corporation, firm, association or other entity with responsibilities or powers similar to those of a director or officer); or
- Has a direct or indirect Substantial Financial Interest in such Transaction.

Substantial Financial Interest. A person has a "Substantial Financial Interest" in any corporation, firm, association or other entity if such person receives compensation (i.e., wages, fees, other direct or indirect remuneration, gifts or favors that are substantial in nature, etc.) from or has, directly or indirectly, through business, investment or Family, an aggregate beneficial equity interest of 10 percent or more in such corporation, firm, association or other entity.

Family. The "Family" of an individual shall include (i) such individual's parents, spouse, children, brothers and sisters, (ii) the parents, brothers and sisters of the individual's spouse and (iii) the spouses of the individual's parents, children, brothers and sisters.

Transaction. The term "Transaction" means any contract, investment, loan, lease, joint venture, or other business or financial arrangement, whether direct or indirect.

Statement of Policy

Per Se Conflicts of Interest

MERCYFIRST shall not make a loan to (i) any of MERCYFIRST's current trustees or officers; (ii) any corporation, firm, association or other entity in which any current trustee or officer is a director, officer or employee or holds a position in such corporation, firm, association or other entity with the responsibilities or powers similar to those of a director or officer; or (iii) any corporation, firm, association or other entity in which any trustee or officer has a direct or indirect Substantial Financial Interest.

The ordinary deposit of funds in a bank or the purchase by MERCYFIRST of bonds, debentures, or similar obligations of a type customarily sold in public offerings shall not be considered loans for purposes of this policy. In addition, notwithstanding the above prohibition, MERCYFIRST may make a loan to another not-for-profit corporation that is a "Type B" corporation under applicable New York State law, subject to the disclosure and approval requirements of this policy if such loan represents a Conflict of Interest.

Compensation Decisions

No trustee who receives compensation from MERCYFIRST for services shall vote on matters pertaining to such director's compensation.

Compensation to officers shall require the affirmative vote of a majority of the Board of Trustees, unless a higher proportion is set in the Certificate of Incorporation or By-laws.

Procedures in Other Conflict of Interest Cases

If any trustee or officer is an Interested Person in connection with any Transaction to which MERCYFIRST is a party, the trustee or officer must disclose in good faith to the Board any material facts relevant to why such Transaction may present a Conflict of Interest.

If the Board has been informed or is otherwise aware of a potential Conflict of Interest:

- Any Interested Person may make a presentation to the Board, but after making such presentation he or she shall leave the Board Meeting while the remaining Board members discuss the Transaction and the possible existence of a Conflict of Interest; and
- The remaining Board members shall decide if the Transaction presents a Conflict of Interest.

If the Interested Person is a trustee, such person may not be counted in determining the presence of a quorum for any vote concerning the existence of a Conflict of Interest. No Interested Person shall participate in, or use personal influence with regard to, the deliberations concerning the existence of a Conflict of Interest.

Following due deliberation pursuant to this policy, the Board may determine that a Transaction does not present a Conflict of Interest. In such cases the Board need take no further action prior to approving the Transaction, other than its usual procedures for approving Transactions.

If the Board determines that a Conflict of Interest exists, the Transaction may be authorized (a) by the Board of Trustees, but only by a vote sufficient to approve the Transaction without including the vote of any director that is an Interested Person; or (b) by the members of MERCYFIRST that are entitled to vote thereon, if any, by a vote sufficient to approve the Transaction.

Additional Guidelines for Officers, Trustee and Committee Members

Officers and trustees shall not use their position with MERCYFIRST to benefit the interests of a particular organization, constituency, or special interest group by any means, including but not limited to, providing information not available to potential transaction partners or grantees, lobbying on behalf of or serving as spokesperson to MERCYFIRST for an organization or interest group with which he or she is affiliated, or attempting to effect a positive decision for such organization or interest group through his or her position within MERCYFIRST.

Officers and trustees will maintain the confidentiality of all non-public information about MERCYFIRST of which they become aware. Officers and directors shall not use confidential information for any purpose other than as required to carry out their on behalf of the MercyFirst.

Records of Proceedings

The minutes of the Board and all Committee meetings shall contain:

- The names and positions of directors and officers who disclosed that they were Interested Persons or otherwise were found to be Interested Persons, a description of the nature of the relationship and/or Substantial Financial Interest which gave rise to such disclosure or identification, and a description of the Transaction at issue;
- The names of the directors who were present during the taking of the action to determine whether a Conflict of Interest was present, and the basis for there being a quorum for the taking of such action;
- The steps taken by the Board to determine whether a Conflict of Interest was present;
- The Board's decision as to whether a Conflict of Interest was present and the basis for such decision; and
- The Board's decision as to whether to proceed with the Transaction and the names of the persons who voted to approve the Transaction.

Annual Statements

Each trustee and officer shall annually sign a Disclosure and Affirmation Statement describing their relationships with outside parties.

Referral to Counsel

Questions regarding interpretation or application of this policy should be referred to MERCYFIRST's counsel for clarification.

Enforcement of Policy

If the Board has reasonable cause to believe that a trustee or officer has failed to make disclosure when there was a Conflict of Interest and such trustee or officer knew or should have known that there was a Conflict of Interest, the Board shall inform such trustee or officer of the basis for such belief and afford such trustee or officer an opportunity to explain the alleged failure to disclose. If, after receiving the response of such trustee or officer and making such further investigation as may be warranted in the circumstances, the Board determines that such trustee or officer has in fact failed to disclose a Conflict of Interest, it shall take appropriate disciplinary and corrective action. Failure to disclose a Conflict of Interest may constitute grounds for the director or trustee's removal from his or her position for cause.

Policy History

Approved by Board of Trustees

Date: September 19, 2012

MERCYFIRST

Annual Trustees and Officers Disclosure and Affirmation Statement

Name: _____ Contact Address: _____
 Position: _____

This Disclosure Statement is delivered in connection with the Trustees and Officers Conflicts of Interest Policy of AGENCY as currently in effect. Capitalized terms used, but not defined herein, shall have the same meaning herein as such policy.

1. Please list the name of all organizations (for-profit or not-for-profit) of which you are, or were within the 24 months prior to the date of this statement, a director, officer or trustee.

<u>Name of Organization</u>	<u>Position</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach additional sheets if necessary

2. Please list the name of all entities (for-profit corporations, general or limited partnerships, limited liability companies, business trusts, firms associations, etc.) in which you have a Substantial Financial Interest.

<u>Name of Business Entity</u>	<u>Nature of Interest</u>
_____	_____
_____	_____
_____	_____
_____	_____

Attached additional sheets if necessary

Identify any of the entities listed in sections 1 or 2 that, to the best of your knowledge, have previously provided, or are expected to provide, goods or services to MercyFirst:

Attach Additional Sheets if Necessary



AFFIRMATION: I hereby affirm that (i) I have received a copy of MercyFirst's Trustees and Officers Conflicts of Interest Policy, (ii) I have read and understand such policy, (iii) I have agreed to comply with such policy and (iv) the information contained herein is, to the best of my knowledge, accurate and complete.

Signature

Date

MAIL TO: Adam Eggers, Esq.
VP for Policy, Performance and Research
MercyFirst
525 Convent Road, Syosset, NY 11791

Responses are due by October 1 of each year.

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. See Attached

Should the bidder/proposer be other than an individual, the bid/proposal should include:

- i) Date of formation; 1894
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; N/A
- iii) Name, address and position of all officers and directors of the company; See Attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 584
- vi) Annual revenue of firm; 48mm
- vii) Summary of relevant accomplishments See Attached
- viii) Copies of all state and local licenses and permits. See Attached

- B. Indicate number of years in business. 121 Years

- 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. Previously submitted in last RFP.

- 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 Suffolk Dept of Social Services

Contact Person Dennis Nowak

Address 3455 Veteran's Memorial Hgwy

City/State Ronkonkoma, NY 11779

Telephone 631-854-9431

Fax # _____

E-Mail Address Dennis.Nowak@dfa.state.ny.us

Company Administration For Children's Services
Contact Person Jacqueline McKnight
Address 150 William Street
City/State New York, NY 10038
Telephone 212-341-8934
Fax # _____
E-Mail Address Jacqueline.McKnight@acs.nyc.gov

Company Office of Refugee Resettlement
Contact Person Anna Corio
Address 901 D Street SW, 7th FL East
City/State Washington, D.C.
Telephone 202-401-5614
Fax # _____
E-Mail Address Anna.Corio@acf.hhs.gov

Organizational Qualifications, Capability and Experiences

MercyFirst is a private, non-profit, non-sectarian corporation with programs licensed by the New York State Office of Children and Family Services (OCFS) and the New York State Office of Mental Health (OMH). We serve children from Nassau and Suffolk Counties and the five boroughs of New York City without regard to race, ethnicity, religion or sexual orientation.

MercyFirst was formed in 2003 from the merger of Angel Guardian and St. Mary's Children and Family Services, both agencies that were founded by the Sisters of Mercy in the late 1800's. Through these two agencies, MercyFirst has a long and rich history of providing residential and community-based care and services to children in need. Initially, MercyFirst served as an orphanage but over its long history, as needs have changed; it evolved into a comprehensive service provider addressing the emotional and physical needs of children and adolescents who face such problems as child abuse, domestic violence, emotional disturbance, substance abuse, homelessness and poverty.

Through a variety of programs and comprehensive services, MercyFirst offers a safe haven for children, while working in a family-focused approach. MercyFirst provides specialized residential treatment services on our Syosset campus to 122 adolescents (male and female); 8 community-based group home settings in Nassau, Suffolk, Brooklyn and Queens, as well as caring for almost 600 foster children in foster boarding homes in Queens and Brooklyn. MercyFirst has provided a Non-Secure Detention Program for Nassau County for 30+ years. The agency also provides preventive services to over 525 families every day in Nassau, Queens and Brooklyn and two after school programs. With almost 600 employees working out of 15 different locations and an annual budget of \$45 million, the agency works with over 4,000 children and their families each year. The agency is accredited by the national Council on Accreditation (COA).

Over the past three years, MercyFirst has implemented the Sanctuary® Organizational Model through a grant from the New York State Office of Children and Family Services. This organizational model was developed by the Andrus Children's Center based in Westchester County to address the trauma history experienced by most children entering residential care. Sanctuary trains staff to interact with children and families from a trauma-informed perspective. Regardless of the reason for placement, all children placed with MercyFirst have undergone trauma related to abuse and neglect and separation from their families. By understanding the psycho-biological impact that trauma has on children, staff are better able to understand their behaviors and work with them from the perspective that these behaviors are symptoms of their trauma. Sanctuary also empowers staff to bring forward ideas and suggestions to make better programmatic decisions. We view our staff as leaders who can develop and provide innovative and flexible services and approaches that truly meet the needs of children in our care. The use of this model has documented that it helps reduce staff turnover and AWOLS, and the need to use physical restraint. Sanctuary is currently used in our existing NSD program and will continue if we are selected to expand this program as proposed. In December 2009, MercyFirst became the largest social service agency in the country to earn Sanctuary® Certification.

MercyFirst Residential Care Philosophy:

MercyFirst residential programs provide a comprehensive set of treatment and support services which are delivered in a setting that provides supervision and safety for each child. MercyFirst believes that residential care is a valuable treatment alternative in a continuum of services which should be carefully considered when:

- A child or youth has needs and past experiences that call for a structured therapeutic environment and consistent interactions with adults, which cannot be supported in a family setting.
- A child or youth requires an integrated concentration of various support services not available in a family setting such as counseling, medical, educational and recreational.

- A child or youth's behavior jeopardizes his/her safety

MercyFirst believes that while the family or home environment remains the best environment in which to raise a child, there will always be children and youth whose complex needs can only be safely and appropriately addressed in a comprehensive program available in residential care.

MercyFirst is committed to provide strength-based residential treatment and programming with ongoing evaluation and quality improvement throughout every program of the agency. A key component of our strength based approach is developing a strong partnership with the parents of the youth and respecting their knowledge of their children's needs.

All residential services are delivered in a multidisciplinary approach that is planned, integrated, and tailored to the specific strengths of the youth and their families. Upon admission each youth and family receives strength based assessments to develop a comprehensive course of treatment for the youth and family.

Primary goals of treatment in residential care are to ensure the safety, permanency and well-being for each youth so that they may develop developmentally, educationally, morally and spiritually to their fullest potential.

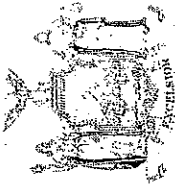
Successful outcomes include but are not limited to a reduction of high-risk behaviors, improvement in the attainment of developmental milestones, improved behavioral and pro-social choices, and the capability to function well in a family and community setting. Our treatment approach is strength based and family focused utilizing an agency-youth-family-community approach to promote the opportunity for long-lasting change both in the community and into adulthood.



**BOARD OF TRUSTEES
2015 – 2016**

NAME AND ADDRESS	POSITION
1. Mr. John B. Allen [REDACTED] [REDACTED]	Trustee
2. Sr. Sheila Browne, RSM [REDACTED] [REDACTED]	Trustee
3. Ms. Christine Canariato [REDACTED] [REDACTED]	Trustee
4. Sr. Catherine Crumlish, RSM [REDACTED] [REDACTED]	Trustee
5. Mrs. Marie D'Amato-Rizzi [REDACTED] [REDACTED]	Trustee
6. Mr. Stephen Davy [REDACTED] [REDACTED]	Secretary
7. Sr. Ivette V. Diaz, RSM [REDACTED] [REDACTED]	Trustee
8. Mr. Scott Gildea [REDACTED] [REDACTED]	Chair
9. Mr. Brian J. Hecker [REDACTED] [REDACTED]	Trustee
10. Sr. Maureen Jessnik, RSM [REDACTED] [REDACTED]	Trustee
11. Mr. William K. Lavin [REDACTED] [REDACTED]	Trustee

NAME AND ADDRESS	POSITION
12. Ms. Rhonda Maco [REDACTED] [REDACTED]	Trustee
13. Mr. John J. McCabe [REDACTED] [REDACTED]	Trustee
14. Mr. Patrick F. McCarthy [REDACTED] [REDACTED]	Vice Chair
15. Mr. Marc McKenzie [REDACTED] [REDACTED]	Trustee
16. Mr. Kevin J. Shine [REDACTED] [REDACTED]	Trustee
17. Leonard Stekol [REDACTED] [REDACTED]	Trustee
18. Mr. Harold Thomas [REDACTED] [REDACTED]	Treasurer
19. Mr. Paul Travers [REDACTED] [REDACTED]	Trustee
20. Sr. Patricia Wolf, RSM [REDACTED] [REDACTED]	Vice Chair



Office of Children and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 12th day of March, 2015 to mercyFirst

To operate a(n) 102-Bed Institution
To be known as mercyFirst
Located at 525 Convent Road
Syosset, NY 11791

In accordance with the regulations promulgated and adopted by the Office of Children and Family Service, except as otherwise limited by Federal Office of Refugee Resettlement (ORR) Regulations. Programs authorized by this operating certificate:
Institution

Agency ID:	Number(s)
B07	RID 1898/MID 00A02173 B 8 Reg Beds
	RID 20049445/MID 00A09653 B7 16 s/o beds
	RID 20917075/MID 00A10309 24 bed UAC ORR Cottage* (for the exclusive care of undocumented alien children)
	RID 20082062/MID 00A09699 B8 44 HTP
	RID 20913088/MID 00A10297 10 JD Girls Beds

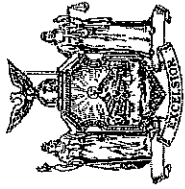
*Program operated under jurisdiction of the US DHHS ORR

In witness whereof, I have hereunto set
my hand and affixed the official seal of
the Office of Children and Family
Services this 12th day of March, 2015.

Aura M. Velez
Deputy Commissioner

New York State
Office of Children and Family Services





Office of Children and Family Services

Operating Certificate of a program operated at the jurisdiction of the United States Department of Health and Human Services Office of Refugee Resettlement

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 31st day of March, 2015 to MercyFirst.

To operate a(n) 12 – Bed Group Home
To be known as MercyFirst – Baywood UAC mo/ch GH
Located at 1511 Potters Blvd.
 Bayshore, NY 11705

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by this operating certificate:

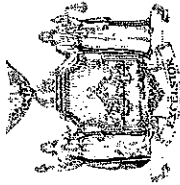
Group Home for the exclusive care of Unaccompanied Alien Children

In witness whereof, I have hereunto set
my hand and affixed the official seal of
the Office of Children and Family
Services this 31st day of March, 2015.

Agency Code: Number(s)
B07 RID 20082061
 VID 00A09700



Debra M. Velez
Deputy Commissioner
New York State
Office of Children and Family Services



NEW YORK STATE
Office of Children and Family Services
Operating Certificate



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 9th day of January, 2014 to mercyFirst

To operate a(n) 8-Bed HTP Group Home
To be known as Brentwood Group Home
Located at 17 Grouse Drive
Brentwood, NY 11717

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B07

Number(s)

RID 172453

VID 00A09589 D1

Females 12 - 18 years

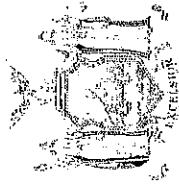
In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 9th day of January, 2014.

Anna M. Kelly
Deputy Commissioner

New York State

Office of Children and Family Services





NEW YORK STATE
Office of Children and Family Services
Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 6th day of April, 2011 to mercyFirst

To operate a(n) 8-Bed Group Home
To be known as Brightwaters Group Home
Located at 556 Manatuck Boulevard
Brightwaters, NY 11718

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B06

Number(s)
RID 20082060
VID 00A09701 D
Ages served Females 13-21 years



In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 29th day of July, 2011.


Associate Commissioner

New York State
Office of Children and Family Services



NEW YORK STATE
Office of Children and Family Services
Operating Certificate



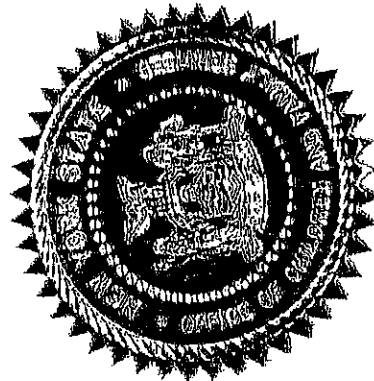
I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 22nd day of June, 2006 to mercyFirst

To operate a(n) 6-Bed Agency Boarding Home
To be known as mercyFirst Deer Park Agency Boarding Home
Located at 30 Fillmore Avenue
Deer Park, NY 11729

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency Code: B07
Number(s) RID 20305427
VID 00A09981 A

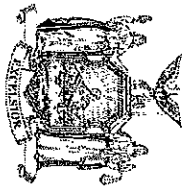
In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 22nd day of June, 2006.



New York State
Office of Children and Family Services

OPERATING CERTIFICATE

NOTE: This certificate is the property of the Office of Children and Family Services, and must be returned to the Bureau of Juvenile Detention Services when the facility is closed.



NEW YORK STATE
Office of Children and Family Services
Operating Certificate



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 26th day of September, 2014 to MercyFirst

To operate a(n) 6-Bed Agency Boarding Home
To be known as Mercyfirst Manning Agency Boarding Home
Located at 142-29 Rockaway Blvd.
South Ozone Park, NY 11436

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency ID:
B07

Number(s)
RID 20138442
VID 00A09854 A

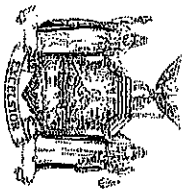
In witness whereof, I have hereunto set
my hand and affixed the official seal of
the Office of Children and Family
Services this 26th day of September, 2014.

Deputy Commissioner
New York State

Office of Children and Family Services

Debra N. Kelly





NEW YORK STATE
Office of Children and Family Services
Operating Certificate



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 16th day of November, 2006 to mercyFirst

To operate a(n) 6-Bed Agency Boarding Home
To be known as MercyFirst McAuley Residence
Located at 4416 Snyder Avenue
Brooklyn, NY 11203

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency Code: Number(s)
B07 RID 20138434/VID 00A09856 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 16th day of November, 2006.

Christine J. Hughes

New York State
Office of Children and Family Services





New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **April 1, 2015**

to: **MercyFirst**

to operate a: **Licensed Housing Program for Children and Adolescents Children & Youth Community Residence Program**

to be known as: **Merrick House**

located at: **2421 Babylon Turnpike
Merrick, NY 11566 - 4206**

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

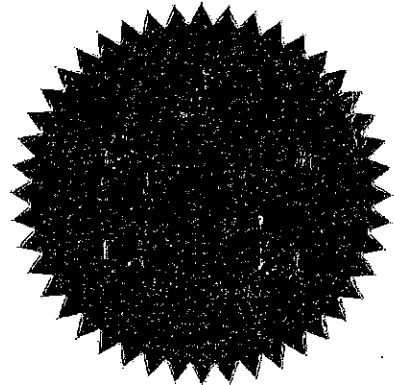
Authorized by this operating certificate:

**Community Residence with a certified capacity of
Eight (8) beds**

In witness whereof, I have hereunto set my hand on **March 20, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **March 31, 2017**
Operating Certificate Number: **7827001**





Operating Certificate

Inpatient Psychiatric Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **October 1, 2014**

to: MercyFirst

to operate a: Residential Treatment Facility Program

to be known as: McKeown House RTF

located at: 525 Convent Road
Syosset, NY 11791-3868

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

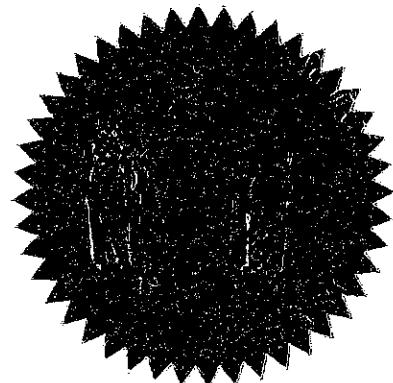
Authorized by this operating certificate:

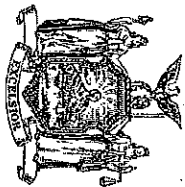
Residential treatment facility for Adolescents, Children with a certified capacity of
Fourteen (14) beds

In witness whereof, I have hereunto set my hand on September 25, 2014

Keith J. McCarthy
Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **March 31, 2016**
Operating Certificate Number: **7827040**





**Office of Children
and Family Services**

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 25th day of March, 2015 to MercyFirst

To operate a(n) 6-Bed Agency Boarding Home
To be known as Mercyfirst St. Albans mo/ch Agency Boarding Home
Located at 114-58 175th St
St. Albans, NY 11434

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Agency Boarding Home

Agency ID: Number(s)
B07 RPD 20923571

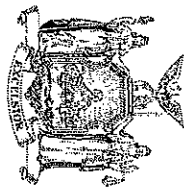
VID 00A10320 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 25th day of March, 2015.

Deputy Commissioner
New York State

Office of Children and Family Services





**Office of Children
and Family Services**

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 4th day of June, 2015 to mercyFirst

To operate a(n) 12-Bed HTP Group Home
To be known as Virginia Residence Group Home
Located at 261 9th Street
Brooklyn, NY 11215

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:
Group Home

Agency ID:
B07

Number(s)
RID 20925088
VID 00A10322
Males & Females 14- 20 years

In witness whereof, I have hereunto set
my hand and affixed the official seal of
the Office of Children and Family
Services this 4th day of June, 2015.

Debra N. Kelly

Deputy Commissioner
New York State
Office of Children and Family Services



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, Gerard McCaffery, 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 17th day of November 2015

Maureen A. Houston
Notary Public

MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

Name of submitting business: MercyFirst

By: Gerard McCaffery
Print name
[Signature]
Signature

President/CEO
Title

11 / 17 / 15
Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Gerard McCaffery
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 525 Convent Road
City/state/zip Syosset, NY 11791
Telephone 516-921-0808 ext. 100
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached

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

President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / _____
(Other) President/CEO 2/1/06

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, Gerard McCaffery, 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 17th day of November 2015

Maureen A. Houston

Notary Public

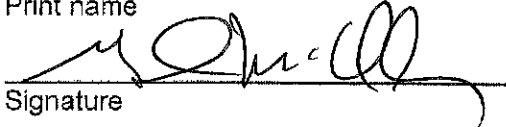
MAUREEN A. HOUSTON
Notary Public State of New York
01HO6060612
Qualified in Nassau County
Commission Expires June 25, 2019

MercyFirst

Name of submitting business

Gerard McCaffery

Print name



Signature

President/CEO

Title

11 / 17 / 15

Date



2015-16 BOARD OF TRUSTEES

OFFICERS

Mr. Scott Gildea (B)

Chair

(1st Term 2014-16)

Mr. Patrick McCarthy (B)

Vice Chair

(1st Term 2014-16)

Sr. Patricia Wolf, RSM (B)

Vice Chair

(1st Term 2014-16)

Mr. Harold Thomas (C)

Treasurer

(1st Term 2014-16)

Mr. Stephen Davy (C)

Secretary

(1st Term 2014-16)

BOARD MEMBERS

Mr. John B. Allen (B)

Mr. William K. Lavin (C)

Sr. Sheila Browne, RSM (B)

Mrs. Rhonda Maco (B)

Ms. Christine Canariato (A)

Mr. John J. McCabe (C)

Sr. Catherine Crumlish, RSM (A)

Mr. Marc McKenzie (B)

Mrs. Marie D'Amato-Rizzi (B)

Mr. Kevin Shine (A)

Sr. Ivette V. Diaz, RSM (A)

Mr. Leonard Stekol (A)

Mr. Brian J. Hecker (A)

Mr. Paul Travers (A)

Sr. Maureen Jessnik, RSM (B)

Gerard McCaffery

President/CEO

Class A: 2014-17

Class B: 2015-18

Class C: 2013-16

(revised 8-5-15)

HOME

Mr. John B. Allen

[REDACTED]

[REDACTED]

Tel: [REDACTED]

E-Mail: john@whartonballen.com



Sr. Sheila Browne

[REDACTED]

[REDACTED]

Tel: [REDACTED]

E-Mail: scbrowne@aol.com



Ms. Christine Canariato

[REDACTED]

[REDACTED]

Tel: [REDACTED]

E-Mail: ccanariato@spredfast.com



Sr. Catherine Crumlish

[REDACTED]

[REDACTED]

Tel: [REDACTED]



Mrs. Marie D'Amato-Rizzi

[REDACTED]

[REDACTED]

Tel: [REDACTED]

Fax: (631) 692-9117

E-Mail: MDAmatoRizzi@aol.com



BUSINESS

President

Wharton B. Allen Agency, Inc.

348 Main Street

Farmingdale, NY 11735-0400

Tel: (516) 249-6660

Fax: (516) 249-6680

E-Mail: john@whartonballen.com

Manager

Mercy Villa

Watermill, NY 11976

Tel:

Fax:

E-Mail: scbrowne@aol.com

Sales Director

Spredfast

Tel: 917-767-8009

Fax:

E-Mail: ccanariato@spredfast.com

Executive Director

Mercy Home for Children

273 Willoughby Avenue

Brooklyn, NY 11205

Tel: (718) 832-1075 EXT. 14

Fax: (718) 832-7612

E-Mail: SRKAY@mercyhomeny.org

Retired Bank Executive

HOME

Mr. Stephen Davy

[REDACTED]
[REDACTED]

Tel: (516) 367-4557

E-Mail: [REDACTED]



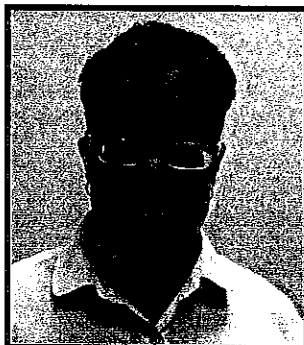
Sr. Ivette V. Diaz

[REDACTED]
[REDACTED]

Tel: (609) 398-1022

E-mail:

IDiaz@mercymidatlantic.org



Mr. Scott Gildea

[REDACTED]
[REDACTED]

Tel: [REDACTED]

Fax: (516) 367-4557

E-Mail: sgildea@gi-cpas.com



Mr. Brian J. Hecker

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[REDACTED]

Tel: (917) 733-6069

E-Mail: bhecker@inbox.com



Sr. Maureen Jessnik

[REDACTED]
[REDACTED]

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E-Mail: mjessrsm@optonline.net



BUSINESS

Managing Director
Newedge Group Inc.
630 5th Avenue
New York, NY 10011
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Fax:

E-Mail: sdavy@optonline.net

Program Manager
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Health Ministry
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Suite 100
Newtown Square, PA 19073
Tel: (610) 355-2042
Fax:

E-Mail: IDiaz@che.org

Partner, CPA

GILDEA & IVANIS LLP
535 Fifth Avenue, 30th Floor
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E-Mail: sgildea@gi-cpas.com

Partner

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488 Madison Ave, Floor 3
New York, NY 10022
Tel: (212) 572-5518
Fax: (212) 572-5572
E-Mail:
brian.hecker@crowehorwath.com

Pastoral Associate

St. Michael Parish
136-76 41st Avenue
Flushing, NY 11355
Tel: (718) 961-0295
Fax: (718) 961-1403
E-Mail: mjessrsm@optonline.net

HOME

Mr. William K. Lavin

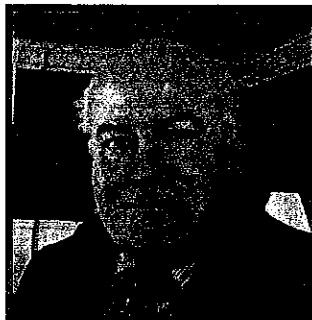
[REDACTED]
[REDACTED]

[REDACTED]

Tel: [REDACTED]

Fax: (718) 318-6512

E-Mail: [REDACTED]

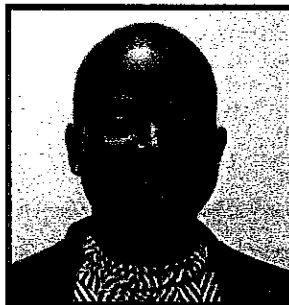


Mrs. Rhonda L. Maco

[REDACTED]
[REDACTED]

Tel: [REDACTED]

E-Mail: rlilawyer@msn.com

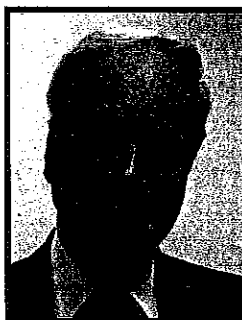


Mr. John J. McCabe

[REDACTED]
[REDACTED]

Tel: [REDACTED]

E-Mail: Jmccabe@shay.com



Mr. Patrick F. McCarthy

[REDACTED]
[REDACTED]

Tel: [REDACTED]

E-Mail: PFMcCar@US.IBM.com

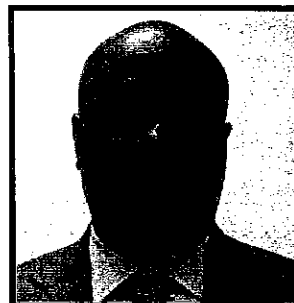


Mr. Marc McKenzie

[REDACTED]
[REDACTED]

[REDACTED]

E-Mail: marc.mckenzie@db.com



BUSINESS

Retired, Business Executive

Owner/Attorney-at-Law

Law Offices of Rhonda L. Maco

1225 Franklin Avenue, Suite 325

Garden City, NY 11530

Tel: (516) 512-8972

Fax: (516) 512-8973

E-Mail: rmaco@macolaw.com

SVP/Chief Investment Strategist

Shay Assets Management, Inc.

675 Third Avenue, Suite 1130

New York, NY 10017

Tel: (212) 573-9355

Fax: (212) 573-9440

E-Mail: Jmccabe@shay.com

Client Unit Executive

IBM Corporation

11 Madison Avenue

New York, NY 10010

Tel: (917) 472-3441

Fax:

E-Mail: PFMcCar@US.IBM.com

Attorney/Managing Director

Deutsche Bank

60 Wall Street

New York, NY 10005

Tel: (212) 250-5288

Fax:

E-Mail: marc.mckenzie@db.com

NOTE: Send correspondence to **BOLDED** address

HOME

Mr. Kevin J. Shine

~~100 Montross Road~~
~~Condon City, NY 11450~~

~~Tel: (516) 777-1137~~

Fax: ~~(516) 998-4131~~

E-Mail: kjshine62@gmail.com



BUSINESS

Senior Vice President

Verizon IT

One Verizon Way

Office: VC12E009

Basking Ridge, NJ 07920

Tel: 908-559-4700

E-Mail: kjshine62@gmail.com

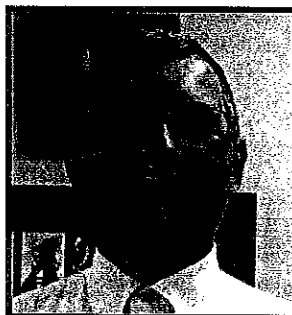
Mr. Leonard Stekol

~~100 Montross Road~~

~~Condon City, NY 11450~~

Tel: ~~(516) 998-4131~~

E-Mail: Stekole@verizon.net



Executive Vice President and
Chief Financial Officer

Ridgewood Savings Bank

71-02 Forest Avenue

Ridgewood, NY 11385

Tel: (718) 240-4702

Fax: (718) 240-4982

E-Mail: lstekol@ridgewoodbank.com

Mr. Harold Thomas

~~100 Montross Road~~

~~Condon City, NY 11450~~

~~Tel: (516) 998-4131~~

Tel: ~~(516) 998-4131~~

E-Mail:

harold.thomas@us.schroders.com



Credit Analyst

Schroder Investment

Management

875 Third Avenue, 22nd Floor

New York, NY 10022-6225

Tel: (212) 641-3982

Fax: (212) 641-3985

E-Mail:

harold.thomas@us.schroders.com

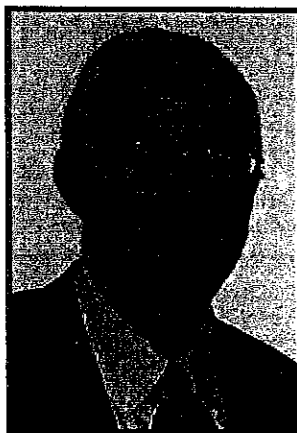
Mr. Paul Travers

~~100 Montross Road~~

~~Condon City, NY 11450~~

Tel: ~~(516) 998-4131~~

ptravers@onexcredit.com



Portfolio Manager

Onex Credit Partners LLC

910 Sylvan Avenue

Englewood Cliffs, NJ 07632

Tel: (201) 541-2142

Fax:

E-Mail: ptravers@onexcredit.com

NOTE: Send correspondence to **BOLDED** address

HOME

Sr. Patricia Wolf

~~267 Summit Hill Pike~~

~~Yonkers, NY 10708~~

~~(914) 328-3761~~



BUSINESS

President

St. Catharine Academy

2250 Williamsbridge Road

Bronx, NY 10469

Tel: (914) 328-3200 ext. 410

Fax: (914) 328-3761

E-Mail: srpwolf@optonline.net

NOTE: Send correspondence to **BOLDED** address

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.

Gerard McCaffery, President/CEO

Name and Title of Authorized Representative

m/d/yy

Signature

Date

MercyFirst

Name of Organization

525 Convent Road, Syosset, NY 11791

Address of Organization

Instructions for Certification

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



Nassau County Interim Finance Authority

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

1. Vendor: MercyFirst

2. Dollar amount requiring NIFA approval: \$ 575,000.00

Amount to be encumbered: \$ 575,000.00

This is a ☒ New Contract ☐ Advisement ☐ Amendment

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

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

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

3. Contract Term: 01/01/16 to 12/31/16

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

If yes, please explain: Ongoing mandated services.

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)	Federal %	<u>0</u>
<input type="checkbox"/> Capital Improvement Fund (CAP)		State %	<u>49</u>
<input type="checkbox"/> Other		County %	<u>51</u>

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

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

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

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

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

We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed.

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

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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:

CLSS15000022 \$575,000.00
CLSS15000040 \$.01 Paid under Blanket Encumbrance CUSS15000002

AUTHORIZATION

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

Roseann Miller 1/4/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

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.