

U-12-18

**NIFS ID:**CQHS18000001      **Department:** Human Services**Capital:**

SERVICE: YOUTH DEVELOPMENT

**Contract ID #:**CQHS18000001      **NIFS Entry Date:** 05-FEB-18      **Term:** from 01-JAN-18 to 30-SEP-18

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Belmont Child Care Association, Inc</b>	Vendor ID#: [REDACTED]
Address: 2150 Hempstead Turnpike, Elmont, New York 11003	Contact Person: Ms. J.K. Adams.
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Brian Hall	
Address: 60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688	
Phone: (516) 227-8912	

2018 FEB 23 4 10 58 PM

RECEIVED

**Routing Slip**

<b>Department</b>	<b>NIFS Entry: X</b>	<b>05-FEB-18 -- ARAMAN</b>
<b>Department</b>	<b>NIFS Approval: X</b>	<b>13-FEB-18 -- BHALL</b>
<b>DPW</b>	<b>Capital Fund Approved:</b>	
<b>OMB</b>	<b>NIFA Approval: X</b>	<b>01-MAR-18 -- APERSICH</b>
<b>OMB</b>	<b>NIFS Approval: X</b>	<b>26-FEB-18 -- AROMANO</b>
<b>County Atty.</b>	<b>Insurance Verification: X</b>	<b>13-FEB-18 -- AAMATO</b>
<b>County Atty.</b>	<b>Approval to Form: X</b>	<b>14-FEB-18 -- NSARANDIS</b>





Nassau County Interim Finance Authority

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

**1. Vendor:** Belmont Child Care Association, Inc

**2. Dollar amount requiring NIFA approval:** \$15000

**Amount to be encumbered:** \$15000

This is a New

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:** 01/01/18-09/30/18

Has work or services on this contract commenced? Y ☐

If yes, please explain: CONTINUATION OF 2017 SERVICES

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 0

County % 100

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

Improved academic performance and community engagement

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

**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:**

Contract ID	Date	Amount
CQHS17000143	05-JUL-17	20,000.00

## AUTHORIZATION

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

APERSICH

01-MAR-18

**Authenticated User**

**Date**

## 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

**Authenticated User**

**Date**

NIFA

Amount being approved by NIFA:

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2018

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 HUMAN SERVICES, OFFICE OF YOUTH SERVICES AND BELMONT CHILD CARE ASSOCIATION, INC.

WHEREAS, the County has negotiated a personal services agreement with the Belmont Child Care Association, Inc. for a comprehensive program entitled BCCA Arts and Cultural Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with the Belmont Child Care Association, Inc.

Jack Schnirman  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Belmont Child Care Association

CONTRACTOR ADDRESS: 2150 Hempstead Turnpike, Belmont Park Gate 6  
Elmont NY 11003

FEDERAL TAX ID #: [REDACTED]

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
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.





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

*The vendor and corporate officers have not provided campaign contributions on behalf of Belmont Child Care Association, Inc.*

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

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

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

Dated: 11-10-17

Vendor: Belmont Child Care Association, Inc

Signed: Joanne K. Adams

Print Name: Joanne K. Adams

Title: Executive Director

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Dubb  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
Other present address(es) [REDACTED]  
City/state/zip [REDACTED] 11978  
Telephone [REDACTED]  
List of other addresses and telephone numbers attached See Exhibit A
2. Positions held in submitting business and starting date of each (check all applicable)  
President 2001 / 1 - 2009 / 1 Treasurer N/A / 1 / 1  
Chairman of Board 2001 / 1 - 2001 / 1 Shareholder N/A / 1 / 1  
Chief Exec. Officer N/A / 1 / 1 Secretary N/A / 1 / 1  
Chief Financial Officer N/A / 1 / 1 Partner N/A / 1 / 1  
Vice President N/A / 1 / 1 / 1 / 1  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_  
If Yes, provide details. See Exhibit B

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

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

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

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

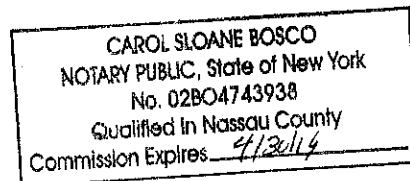
**CERTIFICATION**

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

I, Michael Dubb, 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 15<sup>th</sup> day of November 2017

Carol Sloane Bosco  
Notary Public



Belmont Child Care Association  
Name of submitting business

Michael Dubb  
Print name

[Signature]  
Signature

Board Chairperson  
Title

11 / 15 / 2017  
Date

EXHIBIT A  
*Other Present Addresses*

[REDACTED] 6

[REDACTED] Apt. 1002, Sunny Isles, FL 33160-5170

**EXHIBIT**

**B**

**horse entities**

Beechwood Bruckner LLC

Built to Win LLC

M&amp;D Stable

Two Mikes LLC

**2016 Final**

Beechwood Contracting LLC

Equine Management Services LLC

Classic Racing Stable LLC

Bruckner Olmstead LLC

Effective Property Mngt LLC

Mikey's Construction LLC

Meadowbrook Pointe Development Corp

Peach Drive Development LLC

**2014 FINALS FILED**

Beechwood Jericho Building Corp

Beechwood National 461 Corp

Beechwood National Corp

Beechwood Winchester Bldg Corp

Desert Orchid Spa by HB Inc.

Haw Street Development Corp

**2013 FINALS FILED**

345 Building Corp

Beechwood Browns Road Bldg Corp

Beechwood Hallock Bldg Corp

Beechwood Lake Grove Bldg Corp

Beechwood Manorville Bldg Corp

Beechwood Meadowbrook Building Corp

Beechwood Medford Building Corp

Beechwood Miller Place Bldg Corp

Beechwood Morrow Building Corp

Beechwood MP Associates, LLC ..stp

Beechwood Old Country LLC

Beechwood Smithtown Bldg Corp

Beechwood Tiffany, LLC

Cast of Characters



142 Central Ave LLC  
200 Robbins Industrial Company LLC  
220 Bishops Lane LLC  
347 Building Company LLC  
903 Annette Lane LLC  
Beechwood Arverne Bldg Corp  
Beechwood Arverne LLC  
Beechwood Belmore LLC  
Beechwood Benedict Investor Corp  
Beechwood Benedict LLC  
Beechwood Creative Inc  
Beechwood East Meadow LLC  
Beechwood East Rockaway LLC  
Beechwood Greystone Bldg Corp  
Beechwood Highlands LLC  
Beechwood Huntington LLC  
Beechwood Lake Grove Mgmt Company, LLC  
Beechwood Lauderdale LLC  
Beechwood Merrick Contracting LLC  
Beechwood Merrick LLC  
Beechwood Mill Pond Building Corp  
Beechwood Moriches Building Corp  
Beechwood Plainview LLC  
Beechwood Plainview Old Bethpage II LLC  
Beechwood Portofino LLC  
Beechwood RB Shorehaven, LLC  
Beechwood Ridge LLC  
Beechwood Riverhead LLC-CBW  
Beechwood Roosevelt Building Corp  
Beechwood Round Swamp LLC  
Beechwood Yaphank LLC  
BWD Latch LLC  
Crabapple Builders LLC  
CRGonzalez Development LLC  
Eastport Manor Road Bldg Corp  
GWB Land Corp  
Long Island Equine Development LLC  
Magee Street LLC  
Meadowbrook Pointe LLC  
Mile Development Corp  
Old Nichols Road Management LLC  
Premier Properties @ Meadowbrook PT LLC  
Prospect Street Realty Corp  
Serpentine Builders LLC  
Steven WH Bldg Corp  
Tallmadge Woods STP Assoc LLC  
Tack Epley Residential Contracting LLC

**EXHIBIT**

**C**

**EXHIBIT C**

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

Arverne by the Sea, LLC was awarded numerous contracts to construct single and two family homes by NYC HPD in conjunction with NYC's Build it Back Sandy Recovery program.

Rockaway Beach Boulevard Construction Company, LLC was awarded numerous contracts to repair and elevate homes damaged by Superstorm Sandy by NYC DEP and NYC HRO in conjunction with NYC's Build it Back Sandy Recovery program.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Elizabeth Loftus - Imperio  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 10/02/14 Treasurer 1/1/14  
Chairman of Board 1/1/14 Shareholder 1/1/14  
Chief Exec. Officer 1/1/14 Secretary 1/1/14  
Chief Financial Officer 1/1/14 Partner 1/1/14  
Vice President 1/1/14  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO X If Yes, provide details.

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

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

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

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

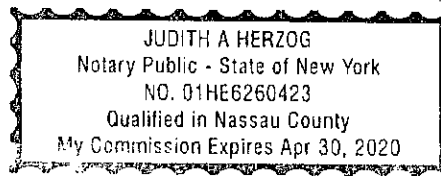
**CERTIFICATION**

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

I, Elizabeth Loftus-Imperio 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 3 day of November 2017

Judith A. Herzog  
Notary Public



Belmont Child Care Assoc  
Name of submitting business

Elizabeth Loftus Imperio  
Print name

[Signature]  
Signature

President  
Title

11.3.17  
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name NANCY C. Kelly  
Date of birth [REDACTED]  
Home address [REDACTED] Way  
City/state/zip [REDACTED] 11370  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 3/10/85 10/12/11  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO X; If Yes, provide details.



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

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

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

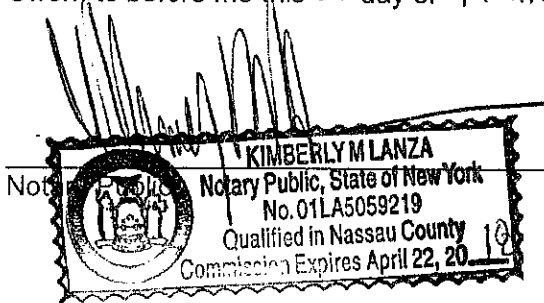
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each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

**CERTIFICATION**

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

Sworn to before me this 20 day of November 2017



Name of submitting business

NANCY C. KELLY

Print name

Nancy C. Kelly

Signature

Title

11 / 20 / 17

Date

# PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name LAURA BARILCARO  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address [REDACTED]  
City/state/zip [REDACTED]  
Telephone [REDACTED]  
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 10/23/2004  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_\_  
If Yes, provide details.

SEE ATTACHED

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

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

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

**CERTIFICATION**

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I, LAURA BARILLARO, 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 13 day of November 2017

Theresa P. Heuser  
Notary Public

**THERESA P. HEUSER**  
Notary Public, State of New York  
No. 01HE6258466  
Qualified in Richmond County  
Commission Expires March 26, 2020

BELMONT CHILD CARE ASSOCIATION

Name of submitting business

LAURA BARILLARO

Print name

L Barillaro

Signature

TREASURER

Title

11, 10, 17

Date

Question 5 – Officer of any business or not-for-profit organization other than the one submitting the questionnaire

1. Executive Vice President & Chief Financial Officer – The Jockey Club
2. Treasurer of the following organizations:
  - a. Grayson-Jockey Club Research Foundation
  - b. The Jockey Club Safety Net Foundation
  - c. Equibase Company LLC
  - d. Blood-Horse LLC
  - e. TJC Holdings, Inc.
  - f. The Jockey Club Information Systems, Inc.
  - g. InCompass Solutions, Inc
  - h. TJC Media Ventures, Inc.
  - i. The Jockey Club Technology Services, Inc.
  - j. The Jockey Club Racing Services, Inc.
  - k. Axcis Information Network, Inc.
  - l. TrueNicks LLC

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Joanne K. Adams  
Date of birth [REDACTED]  
Home address [REDACTED] Road  
City/state/zip Garden City, NY 11530  
Business address 215 [REDACTED] Belmont Rd  
City/state/zip Elmont, NY 11003  
Telephone [REDACTED]  
Other present address(es) There is No other address.  
City/state/zip There is No other address.  
Telephone There is No other phone number.  
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) Executive Director 06/10/2014
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO ✓ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO ✓ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES    NO ✓; If Yes, provide details.



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

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

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

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

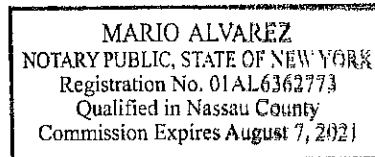
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I, Joanne K. Adams being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to 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 2 day of November 2017

Mario Alvarez  
Notary Public



Belmont Child Care Association, Inc.  
Name of submitting business

Joanne K. Adams  
Print name

Joanne K. Adams  
Signature

Executive Director  
Title

11 / 2 / 17  
Date

### Business History Form

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

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

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

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

Date: 11/2/17

1) Proposer's Legal Name: Belmont Child Care Association, Inc.

2) Address of Place of Business: 2150 Hempstead Turnpike, Belmont Park  
Elmont, NY 11003, Gate 6,  
List all other business addresses used within last five years:

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

Phone : 516-488-2103

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: No D&B #

5) Federal I.D. Number: [REDACTED]

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

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes ☒ No ☐ If Yes, please provide details: Bright Horizons

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: BCCA hires Bright Horizons to operate the child care program at the center.

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

If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

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

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

17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

No conflict exists. Policy Attached

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

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

- i) Date of formation; December 1998
- 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; provided on
- iv) State of incorporation (if applicable); New York 12/14/1998 separate page
- v) The number of employees in the firm; 3
- vi) Annual revenue of firm; \$1,027,556
- vii) Summary of relevant accomplishments (See Exhibit A attached)
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 16 years (2003 - present)
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Craig Morris

Contact Person Craig Morris

Address 356 So. Oyster Bay Road

City/State Syosset, NY 11791

Telephone (516) 681-1121

Fax # \_\_\_\_\_

E-Mail Address craig.morris@cpas.com

Company The New York Racing Association, Inc  
Contact Person Julie Levine  
Address 110-00 Rockaway Blvd  
City/State So. Ozone Park, NY 11420  
Telephone 718-641-4700  
Fax # \_\_\_\_\_  
E-Mail Address jlevine@nyrainc.com

---

Company New York Thoroughbred Horsemen's Assoc.  
Contact Person Andy Belfiore  
Address P.O. 770070  
City/State Jamaica, NY 11417  
Telephone 718-848-5045  
Fax # 718-848-9269  
E-Mail Address abelfiore@nythra.com



## CERTIFICATION

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

I, Janne K. Adams, 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 2 day of November 2017

Mario Alvarez  
Notary Public

MARIO ALVAREZ  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01AL6362773  
Qualified in Nassau County  
Commission Expires August 7, 2021

Name of submitting business: Belmont Child Care Association, Inc.

By: Janne K Adams  
Print name  
Janne K Adams  
Signature

Executive Director  
Title

11 / 2 / 17  
Date

## **Exhibit A**

### **Arts and Cultural Program**

#### **Summary of Relevant Accomplishments**

- **BCCA's after school program provides tutoring to middle school students.**
- **Art classes promote creativity and self expression.**
- **Field trips expose children to culture, history, art, and helps to further their education.**

## JOANNE K. ADAMS



### NOT-FOR-PROFIT FUNDRAISING

**Belmont Child Care Association, Inc., Elmont, NY**

*Executive Director, June 2014–present*

Oversee operations of 501(c)(3) non-profit organization that provides an early-childhood education and development program for children of backstretch workers at Belmont Park, Aqueduct Race Track, and Saratoga Race Course; coordinate facility operations; manage staff and recruiting; organize fundraising campaigns; implement marketing strategy; handle public relations; coordinate scholarship program; organize special events and benefits; coordinate grant solicitations; implement and maintain budget; coordinate and solicit volunteers; work with communities and local government to promote the organization.

### COMMUNITY RELATIONS

**The New York Racing Association, Inc., Jamaica, NY**

*Director of Community Relations, April 2009–2014*

Liaison between NYRA and the communities around Aqueduct Racetrack, Belmont Park, and Saratoga Race Course; coordinate NYRA's charitable giving; serve as NYRA's representative to the local business communities and oversee NYRA's participation in community activities on and off track; appointed by NYRA to serve on the Aqueduct Local Advisory Board and the Saratoga Local Advisory Board; represent NYRA on the Saratoga 150 Committee; founder of Fabulous Fillies Day at Saratoga Race Course, benefitting The Breast Cancer Research Foundation, 2009–present.

*Group Sales Special Events Coordinator, April 2006–April 2009*

### MARKETING/SALES EXPERIENCE

**The Worth Collection, Ltd., New York, NY**

*Divisional Sales Manager, June 2005–December 2005*

Managed a team of sales associates on Long Island for the Worth Collection and Worth Wear product lines; recruited new sales associates; reported to regional director to establish sales goals.

**Carlisle Collection, New York, NY**

*Executive Recruiter, Business Development Group, July 2003–April 2005*

Identified potential consultants for couture fashion company through networking; profiled target communities on Long Island and across the country; coordinated events to advertise the company's collection.

## **LEGAL EXPERIENCE**

**Skadden, Arps, Slate, Meagher & Flom, New York, NY**

*Legal-Assistant Hiring Coordinator, January 1999–December 1999*

Coordinated recruiting, interviewing, and hiring of legal assistants to work at 800-lawyer office of a prominent international law firm; represented the firm at networking events and job fairs.

*Legal Assistant Supervisor, February 1998–December 1998*

Responsible for legal-assistant work assignments, training, and daily work reports.

*Structured Finance Corporate Specialist, February 1988–February 1990*

Trained and supervised structured-finance legal assistants; prepared draft documents for transactions.

*Structured Finance and Mergers and Acquisitions Legal Assistant, 1985–1988*

Prepared corporate documents for pre-closings and closings; ordered good standing certificates; assisted with SEC filings; coordinated board meetings and created and organized corporate housekeeping books, minutes of meetings, and general corporate filings.

**Tishman Speyer Properties, New York, NY**

*Contract Analyst, February 1992–September 1994*

Handled general corporate housekeeping for all domestic and international properties; assisted in coordinating all phases of corporate restructuring; reviewed leases, contracts, confidentiality agreements, and partnership agreements; maintained records for over 200 corporations and partnerships; reported directly to chairman, president, and general counsel.

**Jones, Day, Reavis & Pogue, New York, NY**

*Corporate Coordinator, February 1990–February 1992*

Organized worldwide partner meetings; prepared task force reports to advisory committee; handled billing and reconciled monthly corporate group expenses; compiled data for quarterly reports; developed corporate resource room for all corporate documents; trained new attorneys and legal assistants; supervised corporate legal assistants; coordinated assignments between attorneys and legal assistants; reported directly to head of corporate group and partner-in-charge of JDR&P Europe.

## **THOROUGHbred RACING ACTIVITIES**

**West Point Thoroughbreds, Inc.**

**Centennial Farms Management Company, Inc.**

Investor in part interests in thoroughbred racehorses, 2000–present

**Seashell Stables LLC, April 2004–present**

Formed and operated business pooling contributions of small investors for purposes of investing in part interests in thoroughbred horses.

**Thoroughbred Owners and Breeders Association**

*Sponsor Member, 2003–present*

## **VOLUNTEER ACTIVITIES**

**The Stewart Fund, *President*, 2011–2016**

**Garden City Chamber of Commerce Foundation, *President*, 2006–2010**

**Garden City Estates Property Owners Association, *Director*, 2005–2010**

**Garden City Historical Society, *President*, 2001–2003; *Board Member*, 2000–present**

**Junior League of the City of New York, Inc., *Sustaining Member*, 1999–present; *Member*, 1985–1999**

**Geneva America Center, Geneva, Switzerland, *Founding Member*, 1997**

## **BUSINESS AFFILIATIONS**

**Elmont Chamber of Commerce, *Board Member*, 2011–2014**

**Garden City Chamber of Commerce, *Vice President, Board Member*, 2011–2016**

**Ronald McDonald House of Long Island, *Advisory Board*, 2012–2015**

**American Red Cross of Long Island, *Board Member*, 2013–2015**

## **AWARDS**

**New York State Senate Liberty Award, 2001 Honoree, Chair of the Breeders' Cup Benefit for the Garden City Family Relief Fund, which raised \$1 million for Garden City residents affected by the events of September 11, 2001**

**Garden City Chamber of Commerce, 2010 Citizen of the Year**

**Floral Park Chamber of Commerce, 2011 Businessperson of the Year**

**Kidney & Urology Foundation, 2012 Woman of Excellence**

**Zonta Club of Long Island, 2012 Woman of the Year**

**Thoroughbred Times, 2012 Unsung Hero**

**Garden City Historical Society, 2015 Preservation Trailblazer**

**U.S. Marines Toys for Tots Campaign, Honorary Co-Chair**

## **EDUCATION**

**Wheaton College, Norton, MA, Bachelor of Arts, 1982**

**Cathedral School of St. Mary, Garden City, NY, September 1971–June 1978**

# Belmont Child Care Association, Inc.

2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, NY 11003

Tel: 516-488-2103 Fax: 516-488-1410

## 2017 Board of Directors

### Executive Committee

Michael Dubb ✓  
Chairman

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
dubb [REDACTED]

Elizabeth Imperio ✓  
President

*Term Expires Sept. 2019*

6 [REDACTED]  
L [REDACTED]  
C [REDACTED]  
C [REDACTED]  
lib [REDACTED]

Nancy Kelly ✓  
Vice President

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

7 Laura Barillaro ✓  
Treasurer

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Cell (516) 640-6111  
lbarillaro@jcschools.com

1/1/2020

Tina Evans  
Secretary

*Term Expires Sept. 2019*

**Board Members**

Nick Caras

*Term Expires Sept. 2017*

Nicole M. Katz

*Term Expires Sept. 2018*

Donald V. Little, Jr.

*Term Expires Sept. 2018*

Patrick H. Mackay

*Term Expires Sept. 2017*

Steven Napolitano

*Term Expires Sept. 2017*

[REDACTED]  
M [REDACTED]  
H [REDACTED]  
C [REDACTED]  
S [REDACTED]

Joseph Salerno

*Term Expires Sept. 2018*

[REDACTED]  
V [REDACTED]  
C [REDACTED]  
C [REDACTED]  
i [REDACTED]

Michael Shanley

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
C [REDACTED]  
m [REDACTED]



## BCCA Staff

Joanne K. Adams  
Executive Director, BCCA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Deborah A. Solimine  
Development Manager, BCCA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Rachel G. Battle  
Development Associate, BCCA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Belmont Child Care Association, Inc.**

**Board Resolution**

**Conflict-of-Interest Written Policy**

**December 17, 2015**

It is resolved as follows:

- that our conflict-of-interest policy, a copy of which is attached as exhibit A, is hereby approved;
- that no later than February 1 of each year, each director be required to sign a document confirming that they have no conflict of interest that would be inconsistent with our conflict-of-interest policy.

**Belmont Child Care Association, Inc.**

**Conflict of Interest Policy**

Adopted by the Board on December 17, 2015

**Article 1: Overview**

You (our directors, officers, and employees) owe us (the corporation) a duty of loyalty requiring you to act in our best interest, rather than in your personal interest.

A conflict of interest exists when your interests diverge from our interests, and you must choose between them.

For example, you should not use your position for personal gain, such as by taking personal advantage of a business opportunity offered to us unless the board has first declined it. You should also keep our information confidential. Even when your actions do not seem to harm us financially, they could impact our reputation. Furthermore, situations where you can benefit friends or family, or businesses in which you or they have an interest can also present conflicts of interest.

We have adopted this policy to ensure that you act in our best interest, to ensure that you and we comply with applicable legal requirements, and to supplement state and federal law.

Violation of this policy constitutes sufficient cause for removal.

**Article 2: Statements**

Before joining us, and annually thereafter, each director, officer, or employee, or candidate for any of the same, must complete, sign, and give to our corporate secretary a statement in the form attached.

The corporate secretary must provide a copy of each completed statement to (i) if there is an audit committee, its chair, and, otherwise, (ii) our chairman (or president). That individual will discuss any issues promptly with the board, including in advance of any relevant election, appointment, hiring, or transaction.

**Article 3: Related Party Transactions**

This policy addresses related party transactions. These are defined in section 102(a) of New York State's Not-for-Profit Corporation Law (the "N-PCL"), but generally mean transactions in which a related party has a financial interest and in which the corporation or an affiliate is a participant. A related party is also defined in the statute, but can mean a director, an officer, a key employee, a relative thereof, or an entity in which such a person has a financial interest.

Related party transactions are not prohibited. However, we will not enter into one until the board has determined that it is fair, reasonable, and in our best interests.

#### **Article 4: Disclosure**

If you have a conflict of interest, or you or a relative have an interest in a potential related party transaction, you must disclose it in writing as early as possible to (i) the audit committee, if any, and, otherwise, (ii) the board. This disclosure should provide all material facts, and explain why or why not any transaction might be fair, reasonable, and in our best interests.

#### **Article 5: Participation**

You, as a conflicted or related party, may present to the board or a committee and answer its questions. However, you are prohibited from attempting to influence the board's or a committee's deliberation on or voting on the matter giving rise to the conflict.

After any presentation and question and answer session, you may not be present at or participate in board or committee deliberations or votes on the matter giving rise to the conflict.

#### **Article 6: Alternatives**

Before voting on a related party transaction, the board must evaluate whether:

- We are giving more than we are getting,
- Comparable transactions are more or less favorable,
- Any alternative transactions are available, and
- We could reasonably reach a better transaction that would not be with a related party.

#### **Article 7: Documentation**

The existence and resolution of a conflict or related party transaction must be contemporaneously documented in our records, including in the minutes of any meeting at which a conflict or related party transaction was discussed or voted on, and including the basis for any approval, including consideration of alternative transactions.

#### **Article 8: Compensation**

If you receive compensation from us, you may present and answer questions regarding it, but you may not be present at or participate in any deliberations or votes regarding your compensation.

**Belmont Child Care Association, Inc.**

**Acknowledgement & Disclosure Statement**

The undersigned has received, has read, understands, and agrees to follow our Conflict of Interest Policy.

The undersigned has fully completed the response below to the best of his or her knowledge.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

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

Please return this statement and your response to the corporate secretary.

Please explain any and all circumstances (other than purely relating to director, officer, or employee status) where we have a relationship with, have an actual or potential transaction or contract with, or are a participant or potential participant to any transaction involving, you, a relative, or another related party, or any entity in which you or they are involved or have an interest.

Response:

COUNTY OF NASSAU

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

1. Name of the Entity: Belmont Child Care Association, Inc.

Address: 2150 Hempstead Tpke. Belmont Park, Gate 6

City, State and Zip Code: Belmont, NY 11003

2. Entity's Vendor Identification Number: [REDACTED]

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

☐ Ltd. Liability Co ☐ Closely Held Corp 501(c)(3) Other (specify)

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

The list is attached

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

There are no shareholders, partners or  
members with BCCA.

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.

*There are no affiliated or related companies associated with BCCA*

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

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

*BCCA does not utilize lobbyists.*

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

There are no lobbying activities

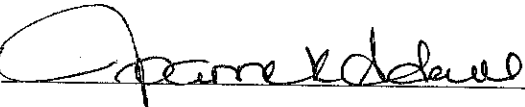
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

There are no registered lobbyists

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: 11-10-17

Signed: 

Print Name: Joanne K. Adams

Title: Executive Director



**Page 4 of 4**

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

**Belmont Child Care Association, Inc.**  
2150 Hempstead Turnpike, Belmont Park, Gate 6, Elmont, NY 11003  
Tel: 516-488-2103 Fax: 516-488-1410

**2017 Board of Directors**

**Executive Committee**

Michael Dubb ✓  
Chairman

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
dub@belmontccanet.com

Elizabeth Imperio ✓  
President

*Term Expires Sept. 2019*

6 [REDACTED]  
1 [REDACTED] 516-660  
[REDACTED]  
[REDACTED]  
libby@belmontccanet.com

Nancy Kelly ✓  
Vice President

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

+ Laura Barillaro ✓  
Treasurer

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
Cell (516) 616-6166  
lbarillaro@belmontccanet.com

1/1/2020

Tina Evans  
Secretary

*Term Expires Sept. 2019*

Board Members

Nick Caras

*Term Expires Sept. 2017*

Nicole M. Katz

*Term Expires Sept. 2018*

Donald V. Little, Jr.

*Term Expires Sept. 2018*

Patrick H. Mackay

*Term Expires Sept. 2017*

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S

*Term Expires Sept. 2018*

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

*Term Expires Sept. 2019*

[REDACTED]  
[REDACTED]  
[REDACTED]  
m [REDACTED]@hotmail.com

## BCCA Staff

Joanne K. Adams  
Executive Director, BCCA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Deborah A. Solimine  
Development Manager, BCCA

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Rachel G. Battle  
Development Associate, BCCA

[REDACTED]

[REDACTED]

[REDACTED]

THIS AGREEMENT, dated as of January 1, 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office"), and (ii) Belmont Child Care Association, Inc., a New York State not-for-profit corporation, having its principal office at 2150 Hempstead Turnpike, Elmont, New York 11003, (the "Contractor").

WITNESSETH:

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

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

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

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, 2018 and terminate on September 30, 2018, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled BCCA Arts and Cultural Program ("Program"). The Contractor sustains an on-site early childhood education center, Anna House, for the children of the backstretch workers at Belmont Park. The Contractor is dedicated to providing quality, professional, reliable child care and education for the children. Anna House is open 365 days a year (from 5 a.m. to 5 p.m.) and has been in operation for over twelve years. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.
3. Payment.
  - a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed Fifteen Thousand and 00/100 dollars (\$15,000.00), payable as follows:
    - (i) one third ( $\frac{1}{3}$ ) of the amount above shall be paid in advance upon the final execution of this Agreement; and
    - (ii) subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.
  - b. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Maximum Amount is to be encumbered as follows:
    - i. initial encumbrance shall be Fifteen Thousand and 00/100 dollars (\$15,000.00);

- ii. subsequent payments shall be on a reimbursement basis and solely in accordance with the budget attached hereto.
- c. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) is accompanied by specific documentation supporting the amount claimed including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
- d. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.
- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.
- f. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- g. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (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.
- h. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. Notwithstanding the foregoing and in accordance with State rules and regulations, the Contractor:
  - i. may make adjustments of not more than ten percent (10%) to any line item in the Budget provided that the Maximum Amount is not increased as a result of any change or combination thereof;
  - ii. may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), provided that the Maximum Amount is not increased as a result of any change or combination thereof.

- iii. may, with prior written approval of the Department Head request additional time to perform the services described in this Agreement. At the recommendation of the Department Head, the County may, in its sole discretion, extend the term of this Agreement for a period up to three (3) months following the last day of the term of this Agreement. Any extension permitted by the County shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount set forth above in Section 3(a).
- i. Short Agreement Year. The Maximum Amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The Maximum Amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
- j. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
- 4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract 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" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of the County.
- 6. Compliance with Law.
  - a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, 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 order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.



- b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - ii. Failure to comply with the Living Wage Law, as amended, constitutes a material break of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty (30) 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 it 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 and the Contractor shall provide 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 such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the 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's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.

The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connections with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.

7. Minimum Service Standards. Regardless of whether or 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 engender 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 maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.
- c. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Office and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.
- d. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of older individuals in the area served by the Contractor.
- e. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
- f. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.

8. Indemnification; Defense; Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office 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 Contractor Agent(s), 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 Agent(s) to, cooperate with the County and the Office 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 Agency in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

9. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part 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 operation 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) for each accident or occurrence, (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 acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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.

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

11. Termination.

- a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" 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; and (iv) the failure to electronically report in accordance with Section 7(f).

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of 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) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

12. 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-11, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit, inspection and copying by the Comptroller, the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. Failure to provide access within ten (10) days of a request for access shall be deemed a material breach of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

- b. Within forty-five (45) days of the termination of this Agreement, Contractor shall file with the Office and the Comptroller of the County, reports as follows: (i) A complete and verified reconciliation report to include all monies received and monies expended during the term of this Agreement, must be submitted with the final claim voucher. Any unexpended funds remaining shall be repaid to the County simultaneously with the filing of the final reconciliation report; and (ii) A final project report to the Office, covering the achievement of the program goals and objectives and all personnel, administrative and other transactions which will describe how the program has operated and succeeded in providing the Services described in this Agreement.
- c. All organizations may be required to provide annual agency budgets. All organizations must submit an annual audit of financial statements. Those organizations expending five hundred thousand dollars (\$500,000) or more of Federal funding (from all sources) within the Contractor's fiscal year must also obtain an annual Single Audit in compliance with Federal A-33 regulations. It is further stipulated that audits shall be made on an annual basis and that two copies of the audit must be provided to the Office within nine (9) months of the end of the Contractor's fiscal year.

### 13. Inventory.

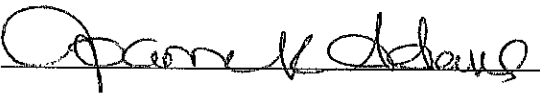
- a. Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County, and the Equipment shall not be disposed of without prior written approval of the County.
- b. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Office, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- c. Within thirty (30) days of the termination of this Agreement, the Contractor shall file final Inventory with the Office and the Comptroller. The Contractor shall dispose of the Equipment in accordance with the County's instructions. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

- d. The provisions of this Section shall survive the termination of this Agreement.
14. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) 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 or 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 the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).
16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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.
17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a national 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 the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
18. All Legal Provisions Deemed Included; Severability; Supremacy.

- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provisions 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 any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
  - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.
21. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.
22. 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 New York State and/or Federal governments, then beyond funds available to the County from the New York State and/or Federal governments.

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

BELMONT CHILD CARE ASSOCIATION, INC

By:   
Name: Joanne K. Adams  
Title: Executive Director  
Date: 12-21-17

NASSAU COUNTY

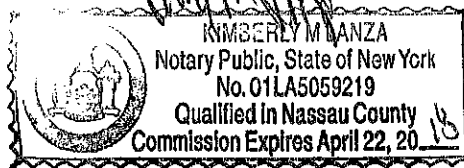
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Title: Chief Deputy County Executive  
☐ Title: Deputy County Executive  
Date: \_\_\_\_\_

**PLEASE EXECUTE IN BLUE INK**



ss.:  
COUNTY OF NASSAU )

NOTARY PUBLIC



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

NOTARY PUBLIC

## **APPENDIX A**

**CONTRACTING AGENCY:** Belmont Child Care Association, Inc.

**AUTHORIZED AGENCY PERSON:** Joanne K. Adams

**ADDRESS:** 2150 Hempstead Avenue, Elmont, NY 11003

**TERM OF CONTRACT:** 01/01/18-09/30/18

**CONTRACT AMOUNT:** \$15,000.00

Belmont Child Care Association, Inc. ("BCCA"), located at Belmont Park racetrack in Elmont, NY. BCCA is a 501 (c) (3) organization that sustains an on-site early childhood education center, *Anna House*, for the children of the backstretch workers at Belmont Park. BCCA is dedicated to providing quality, professional, reliable child care and education for the children. *Anna House* is open 365 days a year (from 5 a.m. to 5 p.m.) and has been in operation for over twelve years. Our children are the sons and daughters of the employees who work at the track and come from low income families, mostly Hispanic immigrants, struggling every day to make a better life for themselves, and especially the children.

BCCA also serves as a continual resource to our children following their graduation from our program to the local public schools. We offer an after school tutoring and enrichment program for elementary and middle school students four evenings per week, weekends, school holidays, and during the summer holiday and we engage the support of local high school students to assist us with our programs. We wish to work with Nassau County on the *BCCA Arts and Cultural Program* that will allow us the opportunity to provide our students with exposure to the arts and to cultural activities and venues. Field trips will allow us to enrich our students through an expanded curriculum that will strengthen observation skills by immersion through sensory activities, increasing knowledge in particular subject areas, and expanding awareness in their own community.

The *BCCA Arts and Cultural Program* will be offered to forty students. Five local high school students will be offered an opportunity to serve as chaperones for our field trips and they will be provided a stipend for their services. The teacher will be licensed in the state of New York and he/she will be provided with credentials through Bright Horizons, our contracted education partner.

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Belmont Child Care Association  
Organization

New York  
State

James Kaddans  
Authorized Signature

Executive Director  
Title

12/21/17  
Date

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:

Elizabeth Loftus Imperio (Name)  
6 Danton Lane South, Loust Valley, NY 11560 (Address)  
917-685-7864 (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 Office that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

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

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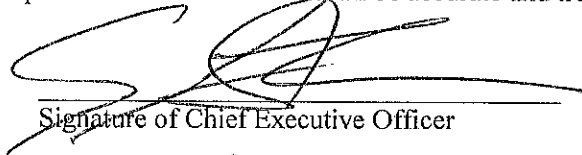
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has ☒ has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,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

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\_\_\_\_\_  
\_\_\_\_\_

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.

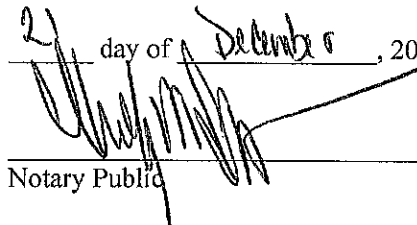
12/21/17  
Dated

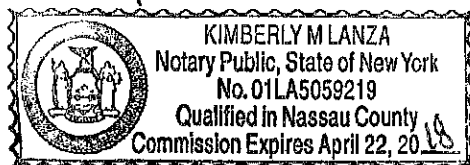
  
Signature of Chief Executive Officer

Elizabeth Lefkowitz  
Name of Chief Executive Officer

Sworn to before me this

21 day of December, 2017.

  
Notary Public



**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 Office 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 Office 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 therefore 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 the Office 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.



**Nassau County Human Services  
Universal Budget Form**



**Face Sheet**

**Please complete the following information about this contract:**

**To Be Completed By The Contract Vendor:**

**Contractor Name:** Belmont Child Care Association, Inc.

**Program Name:** BCCA's Arts and Cultural Program

**To Start Working on Your Budget Click Here**

**The Section Below Will Be Completed By the Human Service Department You Are Contracting With:**

**Contract #** CQHS18000001

**Contract Period Start: (MM/DD/YY)** 01/01/18

**End: (MM/DD/YY)** 09/30/18

**Enter Whole # Only**

**State Reimbursement %**

**Federal Reimbursement %**

**HS Only:** Click Here To See The Fiscal Summary

**To Start Working on Your Budget Click Here**



# Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # CQHS18000001  
 Contract Name: Belmont Child Care Association, Inc.  
 Program Name: BCCA's Arts and Cultural Program

Select Line To  
Work On Here

## Budget Summary

Work on Salary  
and Fringe

Work on Line 2

Work on Line 3

Work on Line 4

Work on Line 5

Work on Line 6

Work on Line 7

Work on Line 8

Work on Line 9

Work on Line 10

Work on Line 11

Agency  
Contribution

Line #	Expense type	Total \$
1a	Salary	\$900
1b	Fringe	\$0
1 Total	Personnel (Salary plus Fringe)	\$900
2	Consultant(s)	\$3,325
3	Travel / Per Diem / Transportation	\$3,600
4	Equipment	\$0
5	Supplies	\$1,175
6	Contractual Services	\$0
7	Rent/Utilities	\$0
8	Department Specific Costs	\$0
9	Other Costs	\$6,000
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$15,000
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$15,000
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$15,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval

*B. Hill*  
*B. Hill*

*Heidi Hill*



**Universal Budget Form  
Nassau County Human Services**

**Line 1 - Personnel**

[Return to Summary Page](#)

Cost of salaries and/or wages of personnel assigned to the project

----- Contract Amount Only -----

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary \$	Fringe \$	Total \$
Barbara Wilcox		\$150 per field trip (6 trips total)	0.00	\$900		\$900
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
Line 1 Total		n/a	n/a	\$900	\$0	\$900

**Notes:**

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
  4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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**Universal Budget Form**  
**Nassau County Human Services**

**Line 2 - Consultants**

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Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type: Consultant(s)	#	Explanation - Description of Expense	FTE	Total \$
Art Instructor		Art instructor for 11 classes (\$75.00)	1.00	\$825
Dance Instructor		Dance instructor from the Jose Limon Dance Foundation		\$2,500
Line 2 Total		n/a		\$3,325

**Note(s):**

[Return to Summary Page](#)

- For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
- Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
- For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

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**Universal Budget Form**  
**Nassau County Human Services**

**Line 4 - Equipment**

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Costs of all nonexpendable, tangible personal property.

Expense type: Equipment Rental	Explanation - Description of Expense	Total \$

Note(s):

[Return to Summary Page](#)

1. Rental costs of all nonexpendable, tangible personal property. Includes rental costs of furniture and office equipment such as printers, copy machines, computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total rental cost.

Expense type: Equipment Purchase	Explanation - Description of Expense	Total \$

Note(s):

[Return to Summary Page](#)

- Purchase costs of all nonexpendable, tangible personal property. Includes purchase costs of furniture and office equipment such as printers, copy machines, desktop computers, etc. For each type of equipment / furniture requested provide: a description of the item, cost per unit, the number of units, and total purchase cost.
- Some smaller equipment purchases may be recorded as supplies (e.g., fax machines, etc). Check with the Department.

Line 4 Total	n/a	\$0
--------------	-----	-----

Note(s):

[Return to Summary Page](#)

- Total the cost of equipment purchases and rentals.

[Return to Summary Page](#)





**Universal Budget Form**  
**Nassau County Human Services**

**Line 5 - Supplies**  
Cost of supplies

[Return to Summary Page](#)

[illegible]

[Return to Summary Page](#)

Note(s):

1. Costs of all tangible personal property other than that included under the Equipment expense type. Includes supplies and materials used on a regular, daily basis to directly support the delivery of the project. Specify general categories of supplies and their costs. Show computations and provide other information that supports the amount requested.
2. Supplies can include some types of small equipment (e.g., fax machine). Please consult with the department regarding equipment that can be recorded as a supply.







Please itemize all expenses [Return to Summary Page](#)

[Return to Summary Page](#)

1. List any department specific cost or expense that cannot be listed on any other budget line. Provide computations (where appropriate), a narrative description and a justification for each cost under this expense type.

2/5/2018

**Universal Budget Form**  
**Nassau County Human Services**

**Line 9 - Misc./Other Costs**  
Please itemize all expenses

[Return to Summary Page](#)

Expense type: Misc./Other Costs	Explanation - Description of Expense	Total \$
Field Trips in 2018	25 Tickets-- Destinations to be decided	\$6,000
Line 9 Total	n/a	\$6,000

[Return to Summary Page](#)

Note(s):

- Such costs may include but are not limited to: printing and publication, training, conferences and other costs. Provide computations, a narrative description and a justification for each cost under this expense type.

[Return to Summary Page](#)



**Universal Budget Form**  
**Nassau County Human Services**

**Line 10 - Administrative Overhead**

Administrative Overhead costs

[Return to Summary Page](#)

----- Contract Amount Only -----

[illegible]

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Note(s):

1. Includes total administrative and overhead costs indirectly associated with the project but attributable to the overall operation of the contractor such as: costs for the overall direction of the contractor's organization; central executive functions that do not directly support the specific project; costs for general record keeping, budgeting, fiscal management, accounting, personnel and procurement; etc. Provide total administrative / overhead costs as a percentage of total Personnel and Fringe costs.

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**Universal Budget Form**  
**Nassau County Human Services**

**Line 11 - Revenue**

Please itemize all revenue, income, agency contribution, and matches, if any, expected to be generated from this project.

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Revenue type: Income/Matches	Explanation - Description of Revenue	Total \$
Line 11 Total	n/a	\$0

[Return to Summary Page](#)

Note(s):

1. Describe the nature, source and anticipated use of project revenue, income, agency contribution, and matches, if any. Provide computations, a narrative description and a justification for each category.

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# Nassau County Human Services Universal Budget Form

## Fiscal Summary

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**Contract #** CQHS18000001  
**Contract Period Start:** 01/01/18  
**End:** 09/30/18  
**Contractor Name:** Belmont Child Care Association, Inc.  
**Program Name:** BCCA's Arts and Cultural Program

Expense type	Total \$
Personnel (Salary plus Fringe)	\$900
OTPS	\$14,100
Administrative Overhead	\$0
Gross Expenditures (Lines 1 – 10)	\$15,000
Revenue, Income, Agency Contribution, Matches	\$0
Net Budget Total (Lines 1 – 10 minus line 11)	\$15,000
Agency Contribution	\$0
Net Contract Total (Net Budget Total minus Agency Contribution)	\$15,000

[Return to Face Sheet](#)

Source	Total \$	Percentage
State	\$-	0
Federal	\$-	0
Sub Total – State/Fed	\$0	0
Local	\$-	100
Total	\$0	100

[Return to Face Sheet](#)



***COUNTY OF NASSAU***  
***INTER-DEPARTMENTAL MEMO***

**TO:** Timothy Carter, Assistant to the President.  
CSEA, Local 380

**FROM:** Brian Hall  
Fiscal Director  
Department of Human Services

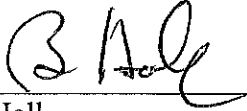
**DATE:** February 5, 2018

**SUBJECT:** Nassau County Office of Youth Services Contracts-Section 32-County-CSEA

.....

The attached Office of Youth Services contract does not apply to Section 32 of the C.S.E.A. contracts but is being forwarded to you as a courtesy to CSEA.

Belmont Child Care Association, Inc.

  
\_\_\_\_\_  
Brian Hall  
Fiscal Director  
Department of Human Services

BH:ar  
Atts.



COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES  
OFFICE OF YOUTH SERVICES

December 7, 2015

60 CHARLES LINDBERGH BOULEVARD  
UNIONDALE, N.Y. 11553-3688  
227-7112 - 227-7115  
FAX: 516 227-7104

**FUNDING CERTIFICATION**

*In accordance with the funding guidelines of the Office of Youth Services, an annual review was conducted for: **Belmont Child Care Association, Inc.** for the year: **2016-17**.*

**The overall review was found to be:**

  X   Satisfactory  
       Unsatisfactory

*Agency compliance in the following categories was found to be acceptable:*

I. **Board / Administration**   X   Satisfactory        Unsatisfactory

*-Not-for profit agency Board meets regularly and fulfills its oversight obligations to the agency. Administration is responsible for the overall operation of the agency within the criteria set forth in the contract.*

II. **Programmatic**   X   Satisfactory        Unsatisfactory

*-Agency is reviewed throughout the year for contract/application compliance in meeting the minimum expectations of the Youth Board Policy and Funding Guidelines.*

III. **Fiscal**   X   Satisfactory        Unsatisfactory

*-Agency is reviewed throughout the year for fiscal soundness and compliance within the contract and funding criteria.*

*If Unsatisfactory to any of the above, corrective action is as follows:*

\_\_\_\_\_  
\_\_\_\_\_

*If you have any questions concerning the above certification, please contact Keith Gerber at 227-7127.*

A handwritten signature of Keith Gerber in black ink.

Keith Gerber  
Coordinator, Runaway and  
Homeless Youth Services



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners Northeast, LLC 100 Baylis Road Suite 300 Melville NY 11747		<b>CONTACT NAME:</b> Deborah LaPointe <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> deborah.lapointe@assuredpartners.com	
<b>INSURED</b> Belmont Child Care Association Inc. 2150 Hempstead Tpke Belmont Park Gate 6 Elmont NY 11003-1551		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Harleysville Preferred Ins. Co. NAIC # 35696 <b>INSURER B:</b> Harleysville Worcester Insurance Co. 26182 <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:** 18 MASTER**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		MPA00000065803U	12/07/2017	12/07/2018	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COM/OP AGG \$ 2,000,000
							Abuse & Molestation \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			CMB00000065804U	12/07/2017	12/07/2018	COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> RETENTION \$ 10,000						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured with respects to General Liability as per written contract.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County Office of Youth Services 60 Charles Lindberg Blvd  Uniondale NY 11553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE  
AND SUBSCRIBE

\*\*\*\*\* 311646091  
ALLIANCEPLUS INC  
M & R MARCUS CO  
100 BAYLIS RD STE 300  
MELVILLE NY 11747

### POLICYHOLDER

BELMONT CHILD CARE ASSOCIATION INC  
T/A ANNA HOUSE  
2150 HEMPSTEAD TPKE GATE 6  
ELMONT NY 11003

### CERTIFICATE HOLDER

NASSAU COUNTY OFFICE OF YOUTH  
SERVICES  
60 CHARLES LINDBERG BLVD  
UNIONDALE NY 11553

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H1408 412-3	230198	12/10/2017 TO 12/10/2018	1/31/2018

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1408 412-3, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 184052884