



E-128-19

**NIFS ID:**CQTS19000008      **Department:** Public Works

**Capital:**

SERVICE: STOP DWI 2016 - 2020 EDUCATION

Contract ID #:CQTS19000008

NIFS Entry Date: 17-APR-19

Term: from 01-JAN-16 to 31-DEC-20

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

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

<b>Vendor Info:</b>	
Name: <b>ATHLETES HELPING ATHLETES</b>	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED] [REDACTED]	Contact Person: [REDACTED] [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>	
Contact Name: Christopher Mistrion	<b>RECEIVED NASSAU COUNTY CLERK OF THE CLERK 2019 MAY 24 PM 12:20</b>
Address: 1194 PROSPECT AVENUE WESTBURY, NY 11590	
Phone: 516-571-7021	

## Routing Slip

Department	NIFS Entry: X	18-APR-19 -- CMISTRON
Department	NIFS Approval: X	18-APR-19 -- CMISTRON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	30-APR-19 -- IQURESHI
OMB	NIFS Approval: X	18-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	19-APR-19 -- AAMATO
County Atty.	Approval to Form: X	19-APR-19 -- MMISRA

CPO	Approval: X	02-MAY-19 -- KOHAGENCE
DCEC	Approval: X	13-MAY-19 -- JCHIARA
Dep. CE	Approval: X	14-MAY-19 -- BSCHNEIDER
Leg. Affairs	Approval/Review: X	24-MAY-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> The contract funds a student peer leadership training program conducted by Athletes Helping Athletes, Inc., based at Molloy College. The program trains high school athletes to become mentors to middle school students. The high school peer leaders are trained to discuss various pertinent issues with their fifth grade students among them alcohol and drug use and drinking and driving.
<b>Method of Procurement:</b> This contract will be funded with STOP-DWI grant funds. The Traffic Safety Board has as one of its functions the responsibility of coordinating the Public Information and Education component of the county's STOP-DWI Grant program as articulated in Article 31, Section 1197 of the New York State VTL. One of the functions of the STOP-DWI Coordinator is to assess the effectiveness of various programs and make a determination as to the expansion and improvement of successful countermeasures. The Coordinator identifies a number of program priorities and an RFP is submitted to all Traffic Safety Board members. The Coordinator reviews and selects PI&E proposals that address identified problem areas and merit funding.
<b>Procurement History:</b> The County has a history of working with Athletes Helping Athletes, Inc. Past programs included the scheduling of professional athletes to speak to school groups on the dangers of alcohol and drugs. The program has evolved and broadened its approach to alcohol/drug education through the development of an extensive peer leadership program. The program has been successful in attracting a number of top high school student volunteers.
<b>Description of General Provisions:</b> The program provides funding for personal services for training sessions for the student athletes and for high school presentations by professional athletes
<b>Impact on Funding / Price Analysis:</b> The contract is 100% funded by STOP DWI grant funds. In addition this program has been identified as a public education initiative in the Department of Motor Vehicles approved STOP-DWI Annual Plan as approved by New York State
<b>Change in Contract from Prior Procurement:</b>
<b>Recommendation:</b> (approve as submitted) Approve as Submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	TS81	Revenue		1	TSGRT81000TH/D E501/X6	\$ 24,000.00
Resp:	X6/X7/X8/X9	Contract:		2	GRT81000TH/DE5 01/X7	\$ 24,000.00
Object:	DE501	County	\$ 0.00	3	GRT81000TH/DE5 01/X8	\$ 24,000.00
Transaction:		Federal	\$ 0.00	4	GRT81000TH/DE5	\$ 24,000.00
Project #:		State	\$ 96,000.00			
Detail:		Capital	\$ 0.00			
		Other	\$ 0.00			

RENEWAL		TOTAL \$ 96,000.00			01/X9	
%						\$ 0.00
Increase						\$ 0.00
%						
Decrease					TOTAL	\$ 96,000.00

# NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** ATHLETES HELPING ATHLETES

2. **Dollar amount requiring NIFA approval:** \$120000

**Amount to be encumbered:** \$96000

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:** 01/01/2016 - 12/31/2020

Has work or services on this contract commenced? Y     

If yes, please explain: PROGRAM PART OF APPROVED STOP DWI PLAN

4. **Funding Source:**

General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

X Other

Federal % 0

State % 100

County % 0

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:**

The contract funds a student peer leadership training program conducted by Athletes Helping Athletes, Inc., based at Molloy College. The program trains high school athletes to become mentors to middle school students. The high school peer leaders are trained to discuss various pertinent issues with their fifth grade students among them alcohol and drug use and drinking and driving.

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

## 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.

IQURESHI

30-APR-19

**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.            – 2019

A RESOLUTION AUTHORIZING THE COUNTY  
EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF  
TRAFFIC SAFETY BOARD, DEPARTMENT OF PUBLIC WORKS,  
AND ATHLETES HELPING ATHLETES (“ATHLETES”)

WHEREAS, the County has negotiated a personal services agreement with  
Athletes to provide student athlete leadership team 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 Athletes.

Jack Schqirman  
Comptroller



CATS19000008

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: Atheletes Helping Atheletes

CONTRACTOR ADDRESS: 2631 Merrick Road, Suite 404, Bellmore, NY 11710

FEDERAL TAX ID #: 112740773

**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.

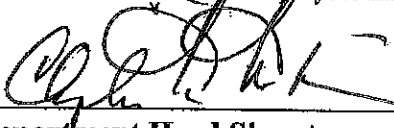
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

\_\_\_\_\_  
04/17/2019  
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?

No

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.

Vendor: ATHLETES HELPING ATHLETES, INC.

Dated: 2-21-19

Signed: Warden Breinhilg

Print Name: WARDEN BREINHILG

Title: 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 WARREN BREINING  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 2631 MERRICK RD SUITE 404  
City/state/zip BELLMORE, N.Y. 11710  
Telephone (631) 255-2605  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President ☒ / / Treasurer / /  
Chairman of Board / / Shareholder / /  
Chief Exec. Officer / / Secretary / /  
Chief Financial Officer / / Partner / /  
Vice President / /  
(Other) \_\_\_\_\_
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.

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

Sworn to before me this 21<sup>st</sup> day of February 2019



Notary Public

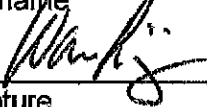
CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01M16044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

ATHLETES HELPING ATHLETES, Inc.

Name of submitting business

WARDEN BRENNING

Print name



Signature

DIRECTOR

Title

2 / 21 / 19

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 ROBERT STAMPLEMAN  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone (239) 768 2295  
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 ☒ \_\_\_\_/\_\_\_\_/\_\_\_\_ BONDED MEMBER \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
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.



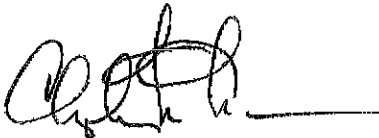
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each 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.

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

Sworn to before me this 21 day of FEBRUARY 2019



Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. J1M16044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

ATHLETES HELPING ATHLETES, INC.

Name of submitting business

ROBERT STAMPLEMAN

Print name



Signature

VP DIRECTOR

Title

2 / 21 / 19

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: 2/21/19

1) Proposer's Legal Name: ATHLETES HELPING ATHLETES, INC.

2) Address of Place of Business: 2631 MERRICK RD. SUTTER HILL BELLMORE, NY 11710

List all other business addresses used within last five years:

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

Phone: (631) 255-2605

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: \_\_\_\_\_

5) Federal I.D. Number: 11-2740773

6) The proposer is a (check one): \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_  
Corporation ☒ Other (Describe) 501C3

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

Yes \_\_\_ No ☒ If Yes, please provide details: \_\_\_\_\_

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

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details. \_\_\_\_\_
- 10) Has the 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. IN THE EVENT OF POSSIBLE CONFLICT WE (RHA) WILL CONSULT WITH NASSAU COUNTY AND ABIDE BY THE COUNTY'S RECOMMENDATIONS ON THE MATTER IN QUESTION

- 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:

*See attached*

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

- B. Indicate number of years in business. *34 years*
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company NASSAU BOXES (BOARD OF COOPERATIVE EDUCATIONAL SERVICES)

Contact Person LAVERNE MITCHELL

Address ONE MERRICK AVE.

City/State WESTBURY, N.Y. 11590

Telephone (516) 608-6678

Fax # (516) 396-2040

E-Mail Address lmitchell@nassaboces.org

Company EASTERN SUFFOLK BOCES (BOARD OF COOPERATIVE EDUCATIONAL SERVICES)  
Contact Person BERNADETTE DELGADO GENTILE  
Address 15 ANNEX RD.  
City/State HOLBROOK, N.Y. 11741  
Telephone (631) 244-4234  
Fax # (631) 244-4216  
E-Mail Address bgentile@esboCES.org

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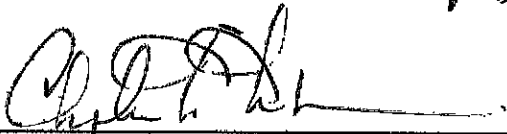
Company WESTERN SUFFOLK BOCES (BOARD OF COOPERATIVE EDUCATIONAL SERVICES)  
Contact Person PEGGY UNGER  
Address 810 MEADOW RD.  
City/State SMITHTOWN, N.Y. 11787  
Telephone (631) 360-3652  
Fax # (631) 623-4912  
E-Mail Address PUNGER@wsboCES.org

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

Sworn to before me this 21<sup>st</sup> day of February 2019

  
Notary Public

CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 31M15044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

Name of submitting business: ATHLETES HELPING ATHLETES, INC.

By: WARDEN BREINING

Print name

  
Signature

DIRECTOR

Title

2 / 21 / 19  
Date



## Section A

- 1- 1985
  - 2- Not-For-Profit -- Tax exempt (501c3)
  - 3- Warren Breining -- President  
Robert Stampleman -- Vice President
  - 4- New York
  - 5- 0
  - 6- \$120,000.00
  - 7- Attached
  - 8- None -- Not applicable
-

# Athletes Helping Athletes

## Presents

### *The Student Athlete Leadership Conference Series*

#### At Molloy College

#### Overview

Implemented in 1984 by Athletes Helping Athletes, Inc., a not-for-profit 501C3 corporation, the *Student Athlete Leadership Team Program* (SALT) has to date trained more than twenty thousand high school athletes from over 40 Long Island school districts to conduct workshops for over several hundred thousand elementary school students that cover issues ranging from self-esteem, sportsmanship, bullying & teasing and issues related to substance abuse.

The SALT curriculum trains high school leaders in the helping skills necessary for them to process important decisions related to bullying and teasing, sportsmanship and drug and alcohol issues. The discussions are designed to be positive and proactive while raising awareness and providing options that would empower students to make the right decisions.

SALT provides all the tools for student athlete leaders who work in teams, to adopt a fifth grade class for the academic year. SALT training prepares the student athlete leaders to engage and manage the classroom, conduct "ice-breaker" exercises and talk about *life-skills* gained through participation in extra-curricula activities. Further, each student athlete leader is trained to relate a personal story relevant to a workshop topic that emphasizes *life-skills* and "real life" choices and decisions.

#### **Requirements for Student Athlete Leaders to Participate**

High school student athletes who...

- Are motivated to be mentors
- Exhibit exemplary behavior on and off the playing field
- Are in good academic standing
- Show good communications skills or wish to be trained

#### **The Training**

The leaders, after being introduced to *helping skills*, are trained in three primary areas designed to...

- **Engage** and manage the classroom thru group work methods
- **Deliver** a motivational message relevant to the topic of the day
- **Process** scenarios that emphasize problem solving methodology.

The AHA staff that includes teams of helping professionals as well as former and current professional athletes from a variety of sports provides training for the student athlete leaders.

#### **The Partnership**

SALT creates a partnership between trained professional, college and Olympic athletes and high school athletes. This relationship works to strengthen the message delivered to the elementary students. Through workshop discussion and teaching exercises, student athlete leaders learn to use their athletic experience to deliver a positive message about confronting social dilemmas.

Continued....

***...In the Classroom***

**Visit I: Life Skills**

This session sets the tone for subsequent visits as student athlete leaders engage elementary school students in “ice-breaker” exercises designed to open lines of communication, establish rules and engage in pressure-free discussion.

Each student athlete leader relates a personal story about his/her athletic or other extra-curricula activities and the *life-skills* they learned from the experiences. This visit is meant to be upbeat and positive. The most important goal to be reached is the relationship established between high school student athlete leaders and elementary school students.

**Visit II: Bullying & Teasing (Sportsmanship)**

Visit II poses the newest challenge for student athlete leaders. School violence concerns have become a focal point for so many schools, and the dynamics are extremely complex.

While training for Visit II, student athlete leaders must confront their own attitudes about sportsmanship and other behaviors such as bullying and teasing. Particular attention is paid to language and behavior that is derogatory and offensive based on racial, sexual and ethnic biases.

There is a heavy emphasis on scenario-based discussion during this session. Scenarios enable students to engage in less defensive and accusatory discussion, while addressing real-life situations and issues.

**Visit III: Substance Abuse**

Each student athlete leader is encouraged to tell a personal story about how substance use and/or abuse has touched him/her personally. An important aspect of the training for Visit III is teaching student athlete leaders about self-disclosure and fielding questions asked by elementary school students.

A true/false quiz is the perfect “ice-breaker” as it tests students’ understanding and knowledge of alcohol and other drugs. Scenarios also provide situations and predicaments to solve and learn “how” to make positive decisions.

## *AHA Trainers*

**Leslie Allen:** An honors graduate from the University of Southern California, Leslie is a former NCAA and WTA champion. In 1981, Ms. Allen became the first African American woman to win a major professional tournament since Althea Gibson's 1957 US Open victory. She is the founder of the Leslie Allen Foundation.

**Tim Bassett:** A graduate of the University of Georgia, Tim was drafted in 1973 into the American Basketball Association. He played with the New York Nets alongside teammate "Dr. J" Julius Erving, where the two contributed to two World Championships. He also played professionally in Italy for nine years.

**Dan Bedard:** A graduate of Plattsburgh (NY) State College and Ohio University, Dan played professionally as a hockey goaltender for teams in France and Sweden, coached the Peewee Islanders for 13 years and was formally the Director of Amateur Hockey Development for the Islanders. Dan is the Director of Sports Management at Adelphi University.

**Jay Bryant:** Jay received degrees from Long Island University and Adelphi University. As a collegiate basketball player he earned academic honors before joining the Harlem Magicmasters and Harlem Rockets education and entertainment teams. Currently, he is vice president of the Magicmasters and Rockets.

**Ed Card:** Ed was a power lifter and a member of the 1980 and 1984 United States Bobsled Teams. Ed is AHA's resident expert on performance-enhancement substances.

**Kyle Copeland-Muse:** A graduate of and All-American tennis player at Pepperdine University, Kyle is now a teaching tennis professional. Professionally, she competed in singles and doubles at all four Grand Slam tournaments, reached world doubles ranking of 38. Today, Kyle remains connected with tennis through the US Open, the Arthur Asch Endowment for the Defeat of Aids and Win4Life.

**Paul Grafer:** Most recently, Paul served as an assistant coach with Chivas USA of Major League Soccer and the USA National Under 17 Soccer Team. A graduate from the College of William and Mary, he was the school's Athlete of the Year and was inducted into the Hall of Fame in 2007. A goalie, Paul formerly played with the Long Island Rough Riders, Colorado Rapids and New York/New Jersey MetroStars.

**Larry Hardesty:** A graduate of the School of Business at City College of New York where he played basketball, Larry was recently named to the school's Sports Hall of Fame. Currently, he can be heard regularly on ESPN Radio and is the sideline radio reporter for New York Jets games.

**Jim Johnson:** Jim was a former executive with the New York Islanders before becoming the Director of Pat LaFontaine's "Companions in Courage Foundation."

**Nancy Kaplan:** Currently an Associate Provost at St. John's University, Nancy was All New York City basketball and softball who received a Division I basketball scholarship to St. John's.

**Pat LaFontaine:** Pat is a member of the Hockey Hall of Fame who played with the New York Islanders, Buffalo Sabres and New York Rangers. He founded the highly successful Companions in Courage Foundation, a charitable organization that builds interactive playrooms for children in hospitals.

Continued.....

**Bill Murphy:** A former member of the Student-Athlete Leadership Program at Hicksville High School and currently a Social Studies teacher at Mepham High School, Bill was the varsity baseball head coach for 12 years at Mepham earning coach-of-the-year honors in 2007, 2014 and 2015 and the Nassau County Sportsmanship Award in 2017.

**Nicole Sieben:** Nicole, who was a recipient of the program in 5th grade and participated in the Student Athlete Leadership Program in high school, went on to become a lacrosse player at Loyola College in Maryland. She has been a lacrosse coach and is currently an Adjunct Professor in the School of Education and General Studies at Adelphi University. Nicole is an award-winning published writer, a national presenter, and an educational researcher; she received her doctorate in 2013 from Hofstra University.

**Bernie Stein:** Bernie spent 32 years teaching in secondary schools and more than 20 years as a practicing psychotherapist. He is a graduate of Brooklyn College with a B.A, received an M.S. in counseling at C.W. Post, and an M.S.W in social work from SUNY Stony Brook.

**Billy Taylor:** A former New York Giant who graduated from Texas Tech University where he set the record for most touchdowns in a game (5). In his four years with the Giants, Billy was the team's leading rusher for two years and touchdown leader one year (11).

**Steve Webb:** A former National Hockey League player with the New York Islanders and Pittsburgh Penguins, Steve spent 17 years developing the skills of young hockey players at Canadian Hockey Enterprises, six years coaching Pee wee and Bantam hockey teams and two years in player development for the Islanders. Currently he is a regional coordinator for the National Hockey League Players Association and Director of the YAthlete.

# ***AHLETES HELPING ATHLETES, INC.***

## ***Student-Athlete Leadership Team Program***

### ***Participating Schools 2019-2020***

#### ***Nassau County***

Baldwin	East Meadow	Oyster Bay
Bellmore-Merrick	Glen Cove	Rockville Centre
Calhoun	Island Trees	Roosevelt
Kennedy	Locust Valley	Roslyn
Mepham	Long Beach	Uniondale
Bethpage	Manhasset	West Hempstead
Clarke	Mineola	

#### ***Suffolk County***

Bay Shore	Miller Place
Brentwood	Mount Sinai
Comsewogue	Riverhead
Commack	Rocky Point
Connetquot	Smithtown East
Half Hollow Hills	Smithtown West
Harborfields	Southampton
Islip	

#### ***Additional Schools***

Port Jervis  
Wallkill

# *Athletes Helping Athletes*

## **SPORTS PARENTING EDUCATION**

In 1993, student athlete leaders participating in the Leadership Program conducted by AHA, joined *Newsday* in a roundtable discussion on sportsmanship issues relevant to youth sports. The findings revealed an undercurrent of displeasure by the student athletes of over-zealous parents and complaints about having less time to pursue their other interests.

Fifteen years later, the over-involvement of sports parents has become legendary as our youth sports culture is now dominated by *travel teams*, *select teams* and *elite teams* to the point where the “average” athlete has fewer and fewer opportunities to participate.

In the ensuing years, AHA has worked with others to strategize on ways to improve the youth sports landscape:

**I) In 2002, AHA and the Nassau County Sports Commission sponsored legislation – *The Fair Play Law* – that was enacted by the Nassau County Legislature.**

The bill requires youth sports leagues who use county venues to establish a volunteer position called *The Fair Play Coordinator* whose job it is to attend annual workshops designed to provide him/her with materials and activities that promote fair play and sportsmanship

**II) As a result of the *Fair Play Law*, two large youth sports leagues adopted versions of the law:**

**A) Nassau/Suffolk CYO –** For the past four years, CYO and AHA has conducted Fair Play workshops for over 6000 CYO coaches.

CYO/AHA has established *Fair Play Coordinators* in a majority of parishes to make fair play promotion a truly systemic commitment.

**B) Suffolk PAL Hockey –** This organization has embraced fair play by working with AHA to create a multi-faceted approach toward generating a healthy sports environment:

**a) Annual Parents Fair Play Workshop –** Parents are educated on the concerns about youth sports and are required to participate in the Suffolk PAL Hockey’s “3 Must” program that details etiquette and expectations.

**b) The Parent Rep –** Parents are trained on how to review the “3 Must” commitment on a ten game basis.

**c) Coaches Training –** PAL coaches attend four workshops annually to provide them with the tools to understand adolescents and to promote coaches as teachers.

**III) AHA Professional Staff Development/Education –** In an effort to enlist the educational community to reform youth sports, AHA has created the following for the professional development catalogue:

**A) BOCES Professional Development Classes**

*Leadership Development I & II*

*Sports Parenting I*

**B) Undergraduate and graduate classes at Adelphi University**

*Leadership Development*

*Sports Parenting*

COUNTY OF NASSAU

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

1. Name of the Entity: ATHLETES HELPING ATHLETES, INC.

Address: 2631 MERRICK RD. SUITE 404

City, State and Zip Code: BELLMORE, N.Y. 11710

2. Entity's Vendor Identification Number: 112740723

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

☐ Ltd. Liability Co ☐ Closely Held Corp 501C3 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):

WARREN BREINING, MSN DIRECTOR, PRESIDENT

ROBERT J. STAMPLEMAN DIRECTOR VP

KENNETH McDONALD DIRECTOR (non-named board member at Large)

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

NONE



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6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

*NONE*

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

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

*NONE*

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

NONE

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

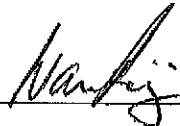
NONE

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

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

Dated: 2-21-19

Signed:



Print Name: WARREN BREINING

Title: DIRECTOR, PRESIDENT

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

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, 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 for and on behalf of the Traffic Safety Board, Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Athletes Helping Athletes, having its principal office at 2631 Merrick Road Suite 404, Bellmore NY 11710-5784 (the "Contractor").

### WITNESSETH:

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

WHEREAS, the Contractor desires 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;

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

1. Term. This Agreement shall commence on January 1, 2016 and terminate on December 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement.
2. Services. The services to be provided by the Contractor under this Agreement shall consist of the coordination of educational programs for STOP-DWI; support for current grant and safety programs; organization and scheduling of activities; assistance with preparation of grant applications and assistance in the financial management of STOP-DWI and New York State Governor's Traffic Safety Committee activities in Nassau County (the "Services"). The proposed activities are outlined in the program description annexed hereto as "Appendix A" and made part hereof.
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 shall not exceed the sum of:
  - Twenty-Four Thousand Dollars (\$24,000.00) for January 1, 2016 through December 31, 2016 (the "First Year Maximum Amount"),
  - Twenty-Four Thousand Dollars (\$24,000.00) for January 1, 2017 through December 31, 2017 (the "Second Year Maximum Amount"),
  - Twenty-Four Thousand Dollars (\$24,000.00) for January 1, 2018 through December 31, 2018 (the "Third Year Maximum Amount"),
  - Twenty-Four Thousand Dollars (\$24,000.00) for January 1, 2019 through December 31, 2019 (the "Fourth Year Maximum Amount"),
  - Twenty-Four Thousand Dollars (\$24,000.00) for January 1, 2020 through December 31, 2020 (the "Fifth Year Maximum Amount"),which shall be payable as per the program budget attached hereto as "Appendix B."
- (b) Partial Encumbrance. Contractor acknowledges that the County will partially encumber funds throughout the term of this Agreement. Contractor further acknowledges that the first encumbrance will be Ninety-Six Thousand Dollars (\$96,000.00), representing the First, Second, Third and Fourth Year Maximum Amounts. Thereafter, the Department shall notify Contractor of the availability of additional monies, which written notice shall include the amount encumbered.

Such notification shall serve as notice to proceed.

(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 documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(d) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

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

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

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's disclosure form(s), if applicable, any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

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

(b) The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

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

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

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

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

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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required 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 or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

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

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

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



under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

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

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

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

14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt

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

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

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

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

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

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. 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, third party approvals and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

Athletes Helping Athletes

By: Warren Breining

Name: WARREN BREINING

Title: DIRECTOR

Date: 2-21-19

NASSAU COUNTY

By: \_\_\_\_\_

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 21<sup>st</sup> day of February in the year 2019 before me personally came Warren Boush to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Director of Paradise Hermitage Architects, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



CHRISTOPHER M. MISTRION  
NOTARY PUBLIC, State of New York  
No. 01M16044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is the 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 EE**

### **Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions

or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction

recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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



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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

WARREN BRENNING (Name)

2631 MERRILL RD. - SUITE 404 BELLMORE, N.Y. 11710 (Address)

(631) 255-2605 (Telephone Number)

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

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

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

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

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


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

2-21-19  
Dated

  
Signature of Chief Executive Officer

WARDEN BREININ  
Name of Chief Executive Officer

Sworn to before me this

21<sup>st</sup> day of February, 2019  
  
Notary Public

CHRISTOPHER M. MISTRON  
NOTARY PUBLIC, State of New York  
No. 01M15044039  
Qualified in Nassau County  
Commission Expires May 22, 2019

## Appendix A

### Program Description

# Athletes Helping Athletes

## Presents

### *The Student Athlete Leadership Conference Series*

#### At Molloy College

#### Overview

Implemented in 1984 by Athletes Helping Athletes, Inc., a not-for-profit 501C3 corporation, the *Student Athlete Leadership Team Program* (SALT) has to date trained more than twenty thousand high school athletes from over 40 Long Island school districts to conduct workshops for over several hundred thousand elementary school students that cover issues ranging from self-esteem, sportsmanship, bullying & teasing and issues related to substance abuse.

The SALT curriculum trains high school leaders in the helping skills necessary for them to process important decisions related to bullying and teasing, sportsmanship and drug and alcohol issues. The discussions are designed to be positive and proactive while raising awareness and providing options that would empower students to make the right decisions.

SALT provides all the tools for student athlete leaders who work in teams, to adopt a fifth grade class for the academic year. SALT training prepares the student athlete leaders to engage and manage the classroom, conduct "ice-breaker" exercises and talk about *life-skills* gained through participation in extra-curricula activities. Further, each student athlete leader is trained to relate a personal story relevant to a workshop topic that emphasizes *life-skills* and "real life" choices and decisions.

#### **Requirements for Student Athlete Leaders to Participate**

High school student athletes who...

- Are motivated to be mentors
- Exhibit exemplary behavior on and off the playing field
- Are in good academic standing
- Show good communications skills or wish to be trained

#### **The Training**

The leaders, after being introduced to *helping skills*, are trained in three primary areas designed to...

- **Engage** and manage the classroom thru group work methods
- **Deliver** a motivational message relevant to the topic of the day
- **Process** scenarios that emphasize problem solving methodology.

The AHA staff that includes teams of helping professionals as well as former and current professional athletes from a variety of sports provides training for the student athlete leaders.

#### **The Partnership**

SALT creates a partnership between trained professional, college and Olympic athletes and high school athletes. This relationship works to strengthen the message delivered to the elementary students. Through workshop discussion and teaching exercises, student athlete leaders learn to use their athletic experience to deliver a positive message about confronting social dilemmas.

**The Student Athlete Leadership Team Program.....Page 2**

***...In the Classroom***

**Visit I: Life Skills**

This session sets the tone for subsequent visits as student athlete leaders engage elementary school students in “ice-breaker” exercises designed to open lines of communication, establish rules and engage in pressure-free discussion.

Each student athlete leader relates a personal story about his/her athletic or other extra-curricula activities and the *life-skills* they learned from the experiences. This visit is meant to be upbeat and positive. The most important goal to be reached is the relationship established between high school student athlete leaders and elementary school students.

**Visit II: Bullying & Teasing (Sportsmanship)**

Visit II poses the newest challenge for student athlete leaders. School violence concerns have become a focal point for so many schools, and the dynamics are extremely complex.

While training for Visit II, student athlete leaders must confront their own attitudes about sportsmanship and other behaviors such as bullying and teasing. Particular attention is paid to language and behavior that is derogatory and offensive based on racial, sexual and ethnic biases.

There is a heavy emphasis on scenario-based discussion during this session. Scenarios enable students to engage in less defensive and accusatory discussion, while addressing real-life situations and issues.

**Visit III: Substance Abuse**

Each student athlete leader is encouraged to tell a personal story about how substance use and/or abuse has touched him/her personally. An important aspect of the training for Visit III is teaching student athlete leaders about self-disclosure and fielding questions asked by elementary school students.

A true/false quiz is the perfect “ice-breaker” as it tests students’ understanding and knowledge of alcohol and other drugs. Scenarios also provide situations and predicaments to solve and learn “how” to make positive decisions.

Warren Breining, MSW, Director  
631-255-2605  
[wdbaha@aol.com](mailto:wdbaha@aol.com)  
Web site: [ahaprograms.com](http://ahaprograms.com)

### ***AHA Trainers***

**Leslie Allen:** An honors graduate from the University of Southern California, Leslie is a former NCAA and WTA champion. In 1981, Ms. Allen became the first African American woman to win a major professional tournament since Althea Gibson's 1957 US Open victory. She is the founder of the Leslie Allen Foundation.

**Tim Bassett:** A graduate of the University of Georgia, Tim was drafted in 1973 into the American Basketball Association. He played with the New York Nets alongside teammate "Dr. J" Julius Erving, where the two contributed to two World Championships. He also played professionally in Italy for nine years.

**Dan Bedard:** A graduate of Plattsburgh (NY) State College and Ohio University, Dan played professionally as a hockey goaltender for teams in France and Sweden, coached the Pee wee Islanders for 13 years and was formally the Director of Amateur Hockey Development for the Islanders. Dan is the Director of Sports Management at Adelphi University.

**Jay Bryant:** Jay received degrees from Long Island University and Adelphi University. As a collegiate basketball player he earned academic honors before joining the Harlem Magicmasters and Harlem Rockets education and entertainment teams. Currently, he is vice president of the Magicmasters and Rockets.

**Ed Card:** Ed was a power lifter and a member of the 1980 and 1984 United States Bobsled Teams. Ed is AHA's resident expert on performance-enhancement substances.

**Kyle Copeland-Muse:** A graduate of and All-American tennis player at Pepperdine University, Kyle is now a teaching tennis professional. Professionally, she competed in singles and doubles at all four Grand Slam tournaments, reached world doubles ranking of 38. Today, Kyle remains connected with tennis through the US Open, the Arthur Asch Endowment for the Defeat of Aids and Win4Life.

**Paul Grafer:** Most recently, Paul served as an assistant coach with Chivas USA of Major League Soccer and the USA National Under 17 Soccer Team. A graduate from the College of William and Mary, he was the school's Athlete of the Year and was inducted into the Hall of Fame in 2007. A goalie, Paul formerly played with the Long Island Rough Riders, Colorado Rapids and New York/New Jersey MetroStars.

**Larry Hardesty:** A graduate of the School of Business at City College of New York where he played basketball, Larry was recently named to the school's Sports Hall of Fame. Currently, he can be heard regularly on ESPN Radio and is the sideline radio reporter for New York Jets games.

**Jim Johnson:** Jim was a former executive with the New York Islanders before becoming the Director of Pat LaFontaine's "Companions in Courage Foundation."

**Nancy Kaplan:** Currently an Associate Provost at St. John's University, Nancy was All New York City basketball and softball who received a Division I basketball scholarship to St. John's.



**Pat LaFontaine:** Pat is a member of the Hockey Hall of Fame who played with the New York Islanders, Buffalo Sabres and New York Rangers. He founded the highly successful Companions in Courage Foundation, a charitable organization that builds interactive playrooms for children in hospitals.

Continued.....

AHA Trainers....Page 2

**Bill Murphy:** A former member of the Student-Athlete Leadership Program at Hicksville High School and currently a Social Studies teacher at Mepham High School, Bill was the varsity baseball head coach for 12 years at Mepham earning coach-of-the-year honors in 2007, 2014 and 2015 and the Nassau County Sportsmanship Award in 2017.

**Nicole Sieben:** Nicole, who was a recipient of the program in 5th grade and participated in the Student Athlete Leadership Program in high school, went on to become a lacrosse player at Loyola College in Maryland. She has been a lacrosse coach and is currently an Adjunct Professor in the School of Education and General Studies at Adelphi University. Nicole is an award-winning published writer, a national presenter, and an educational researcher; she received her doctorate in 2013 from Hofstra University.

**Bernie Stein:** Bernie spent 32 years teaching in secondary schools and more than 20 years as a practicing psychotherapist. He is a graduate of Brooklyn College with a B.A, received an M.S. in counseling at C.W. Post, and an M.S.W in social work from SUNY Stony Brook.

**Billy Taylor:** A former New York Giant who graduated from Texas Tech University where he set the record for most touchdowns in a game (5). In his four years with the Giants, Billy was the team's leading rusher for two years and touchdown leader one year (11).

**Steve Webb:** A former National Hockey League player with the New York Islanders and Pittsburgh Penguins, Steve spent 17 years developing the skills of young hockey players at Canadian Hockey Enterprises, six years coaching Pee wee and Bantam hockey teams and two years in player development for the Islanders. Currently he is a regional coordinator for the National Hockey League Players Association and Director of the YAthlete.

# ***AHLETES HELPING ATHLETES, INC.***

## ***Student-Athlete Leadership Team Program***

### ***Participating Schools 2019-2020***

#### ***Nassau County***

Baldwin	East Meadow	Oyster Bay
Bellmore-Merrick	Glen Cove	Rockville Centre
<i>Calhoun</i>	Island Trees	Roosevelt
<i>Kennedy</i>	Locust Valley	Roslyn
<i>Mepham</i>	Long Beach	Uniondale
Bethpage	Manhasset	West Hempstead
Clarke	Mineola	

#### ***Suffolk County***

Bay Shore	Miller Place
Brentwood	Mount Sinai
Comsewogue	Riverhead
Commack	Rocky Point
Connetquot	Smithtown East
Half Hollow Hills	Smithtown West
Harborfields	Southampton
Islip	

#### ***Additional Schools***

Port Jervis  
Wallkill

2. Services. The services to be provided by the Contractor under this Agreement shall consist of providing planning and training sessions in peer leadership skills for participating student athlete leaders. The contractor will also coordinate presentations of professional affiliated athletes at area high schools to speak to students about the dangers of alcohol use and impaired driving. The program has been identified as a public education program activity in the Nassau County STOP-DWI Annual Plan as approved by the State of New York..

## **APPENDIX B**

### **ATHLETES HELPING ATHLETES** **PEER LEADERSHIP EDUCATION PROGRAM** **01/01/15-12/31/15**

-  
-

DESCRIPTION	AMOUNT
<b><u>PERSONAL SERVICES: For 17 Nassau County School Districts (19 High Schools)</u></b>	
(59) Training sessions for student athlete leaders conducted at \$400 per training session	\$22,800.00
6 Training sessions for teachers \$200.00 per seaaion	\$ 1,200.00
TOTAL	\$ 24,000.00

LAURA CURRAN  
COUNTY EXECUTIVE



CHRISTOPHER M. MISTRON  
CHAIRMAN

CHIEF KEVIN G. CANAVAN  
FIRST VICE CHAIRMAN

COMMISSIONER  
KENNETH JACKSON  
SECOND VICE CHAIRMAN

CYNTHIA BROWN  
SECRETARY

**COUNTY OF NASSAU  
TRAFFIC SAFETY BOARD**

1194 Prospect Avenue  
Westbury, New York 11590  
516-571-7021  
FAX: 516-571-6874

**TO: Robert Cleary  
Chief Procurement Officer**

**FROM: Christopher M. Mistron  
Nassau County STOP DWI Coordinator**

**SUBJECT: Athletes Helping Athletes, CQTS190000008  
STOP DWI/Traffic Safety Contracts**

Over the last several years our small unit has lost our full-time Accountant and one of three office staffers. Combined with a personal illness issue, this has caused a backlog in contract processing as we had been issuing one contract per year for each recipient as outlined in the yearly STOP-DWI plan approved by NYS.

The Department of Public Work has recently hired new accounting staff that will be able to take over the fiscal duties I had been handling in addition to my regular duties. Assistance from the County Attorney's office to revise the contracts to multi-year with all the mandated language has allowed us to consolidate the paperwork and clear up the outstanding items.