



E-141-19

NIFS ID:CLDA19000002 Department: District Attorney

Capital:

SERVICE: Project Coordination Closer to the Crib Program

Contract ID #:CQDA16000006 03 NIFS Entry Date: 08-MAR-19

Term: from 01-AUG-18 to 31-JUL-19

Amendment
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	Y

Vendor Info:	
Name: Adelphi University Institute for Parenting	Vendor ID#: 11-1630741
Address: One South Avenue P.O. Box 701 Garden City, NY 11530	Contact Person: Taylor Weissberger, Assistant Budget Director
	Phone: 516-877-3107

Department:
Contact Name: Robert McManus, Director of Office Services
Address: Nassau County District Attorney 262 Old Country Road Mineola, NY 11501
Phone: 516-571-3354

Routing Slip

Department	NIFS Entry: X	12-MAR-19 -- TNIEDFELD
Department	NIFS Approval: X	12-MAR-19 -- RMCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	20-MAR-19 -- IQURESHI
OMB	NIFS Approval: X	12-MAR-19 -- EVALERIO
County Atty.	Insurance Verification: X	12-MAR-19 -- AAMATO
County Atty.	Approval to Form: X	12-MAR-19 -- DMCDERMOTT

RECEIVED
 NASSAU COUNTY
 DISTRICT ATTORNEY
 2019 JUN 25 AM 11:11

CPO	Approval: X	16-MAY-19 -- KOHAGENCE
DCEC	Approval: X	21-MAY-19 -- JCHIARA
Dep. CE	Approval: X	24-MAY-19 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	25-JUN-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: The goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent intergenerational involvement in the criminal justice system by advancing the Close to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
Method of Procurement: RFP DA0526-1618 was issued on 5/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid and relevant experience, institutional capacity and proposed cost.
Procurement History: RFP DA0526-1618 was issued on 5/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid and relevant experience, institutional capacity and proposed cost.
Description of General Provisions: This amendment will extend the expiration date of the agreement to July 31, 2019. The annual amount for this period is \$269,945.00. The contractor provides a program director, project coordinator/case manager and a clinician to the aforementioned program as well as cognitive testing for program subjects.
Impact on Funding / Price Analysis: Entire amount is funded by New York State Civil Forfeiture Funds.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	DA89	Revenue		1	DAGRT891BOTH/D E500	\$ 269,945.00
Resp:	1B	Contract:				\$ 0.00
Object:	DE	County	\$ 0.00			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 269,945.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 269,945.00		TOTAL	\$ 269,945.00

RENEWAL	
% Increase	
% Decrease	

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Nassau County Interim Finance Authority

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

1. **Vendor:** Adelphi University Institute for Parenting

2. **Dollar amount requiring NIFA approval:** \$269945

Amount to be encumbered: \$269945

This is a Amendment

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

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

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

3. **Contract Term:** 08/01/2018 - 07/31/2019

Has work or services on this contract commenced? Y ☐

If yes, please explain: Continuing program

4. **Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

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 goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent intergenerational involvement in the criminal justice system by advancing the Close to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.

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

20-MAR-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 AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY AND
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

WHEREAS, the County has negotiated an amendment to a personal services agreement with Adelphi University Institute for Parenting to provide comprehensive assessment, case management, referrals and evidence-based treatment oversight for Closer to the Crib program conducted by the Department, 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 amended agreement with Adelphi University Institute for Parenting.

Jack Schnirman
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: Adelphi University Institute for Parenting

CONTRACTOR ADDRESS: One South Ave., P.O. Box 701, Garden City, NY 11530

FEDERAL TAX ID #: 11-1630741

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 10/13/16. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was issued on 05/26/16. One (1) proposal was received and evaluated. The evaluation committee consisted of three members of the District Attorney's Office staff. As a result of this evaluation, the proposal was accepted. 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

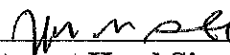
Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval 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.

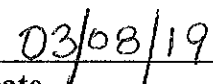
- X. ☒ Vendor will not require any sub-contractors.**

CQDA16000006 03
CLDA19000002

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



Department Head Signature



Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18



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?

YES ☐ NO ☒ If yes, to what campaign committee?

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.

Electronically signed and certified at the date and time indicated by:
Robert DeCarlo [DECARLO@ADELPHI.EDU]

Dated: 01/02/2019 12:54:59 PM

Vendor: Adelphi University

Title: Chief Financial Officer and Associate Vice
President



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by:
Robert DeCarlo [DECARLO@ADELPHI.EDU]

Dated: 01/02/2019 02:52:34 PM

Vendor: Adelphi University

Title: Chief Financial Officer and Associate
Vice President

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.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

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: Dr. Steve Everett
Date of birth: 08/03/1953
Home address: 33 Brompton Road
City: Garden City State: NY Zip Code: 11530
Business Address: One South Avenue -- Levermore Hall
City: Garden City State: NY Zip Code: 11530
Telephone: (516) 877-3167
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
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)	_____		

Type	Description	Start Date
Other	Provost and Executive Vice President	07/01/2018

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Dr. Steve Everett , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dr. Steve Everett , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Adelphi University

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dr. Steve everett [SEVERETT@ADELPHI.EDU]

Provost and Executive Vice President

Title

01/14/2019 11:44:55 AM

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: Joaniko Kohchi
Date of birth: 07/06/1958
Home address: 531 Main Street, Apt 414
City: New York State: NY Zip Code: 10044
Business Address: One South Avenue, Linen Hall Lower Level
City: Garden City State: NY Zip Code: 11530
Telephone: (516) 877-3060
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
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)	_____		

Type	Description	Start Date
Other	Director, Institute for Parenting	07/30/2018

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 notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Co-President, 2016-present, New York Zero-to-Three Network, Inc., small nonprofit providing workshops and presentations to professionals who work with families with very young children.

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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
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?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Joaniko Kohchi, , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Joaniko Kohchi, , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Adelphi University Institute for Parenting

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Joaniko Kohchi [JKOHCHI@ADELPHI.EDU]

Director, Institute for Parenting

Title

01/13/2019 11:02:05 PM

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: Dr. Christine M Riordan
Date of birth: 12/29/1964
Home address: 55 Brompton Road
City: Garden City State: NY Zip Code: 11530
Business Address: One South Avenue - Levermore Hall
City: Garden City State: NY Zip Code: 11530
Telephone: (516) 877-3838
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
Telephone: _____
List of other addresses and telephone numbers attached _____

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

President	<u>07/01/2015</u>	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 notfor-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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
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?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Dr. Christine M. Riordan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dr. Christine M. Riordan , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Adelphi University
Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dr. Christine M. Riordan [PRESIDENT@ADELPHI.EDU]

President
Title

01/11/2019 11:59:59 AM
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: James J. Perrino
Date of birth: 09/25/1961
Home address: 523 Apache Trail
City: Morganville State: NJ Zip Code: 07751
Business Address: One south Avenue - levermore Hall 312
City: Garden City State: NY Zip Code: 11530
Telephone: (516) 877-3385
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
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)	_____		

Type	Description	Start Date
Other	Executive Vice President of Finance and Administration	09/14/2017

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 notfor-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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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 an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action

taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, James J. Perrino , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James J. Perrino , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

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Adelphi University
Name of submitting business

Electronically signed and certified at the date and time indicated by:
James J. Perrino [JPERRINO@ADELPHI.EDU]

Executive Vice President of Finance and Administration
Title

01/10/2019 05:23:20 PM
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name: Robert DeCarlo
Date of birth: 12/23/1961
Home address: 273 Pond View Lane
City: Smithtown State: NY Zip Code: 11787
Business Address: One South Avenue - Levermore Hall 201
City: Garden City State: NY Zip Code: 11530
Telephone: (516) 877-3184
Other present address(es): _____
City: _____ State: _____ Zip Code: _____
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	<u>08/01/2017</u>	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 notfor-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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
- 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 an explanation of the circumstances and corrective action taken.
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?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)
- 9.
- a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- 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? Y
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. 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 an explanation of the circumstances and corrective action taken.

11. 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 an explanation of the circumstances and corrective action taken.

12. 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 an explanation of the circumstances and corrective action taken.

13. 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 an explanation of the circumstances and corrective action taken.

I, Robert DeCarlo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert DeCarlo , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Adelphi University

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Robert DeCarlo [DECARLO@ADELPHI.EDU]

Chief Financial Officer and Associate Vice President

Title

01/10/2019 03:38:13 PM

Date

Business History Form

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

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

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

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

Date: 11/29/2018

1) Proposer's Legal Name: Adelphi University

2) Address of Place of Business: One South Avenue

City: Garden City State: NY Zip Code: 11530

3) Mailing Address (if different): _____

City: _____ State: _____ Zip Code: _____

Phone: _____

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: 065972838

5) Federal I.D. Number: 11-1630741

6) The proposer is a: Other (Describe) Not-For-Profit Educational Institution
501(c)(3)

7) Does this business share office space, staff, or equipment expenses with any other business?
YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?
YES ☐ NO ☒ If yes, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please 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, an explanation of the circumstances and corrective action taken.
- 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, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.
- b) Any misdemeanor charge pending?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.
- 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 investigation, an explanation of the circumstances and corrective action taken.

- 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.

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.
Adelphi University shall contact Nassau County in the event a potential conflict of interest arises and take the appropriate steps for resolution.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
06/24/1896
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.
None. Adelphi University is a Not-For-Profit Educational Institution 501 (c)(3).
- iii) Name, address and position of all officers and directors of the company. If none, explain.
Dr. Christine M. Riordan, President, One South Avenue, Levermore Hall, Garden City NY 11530
Dr. Steve Everett, Provost and Executive Vice President, One South Avenue, Levermore Hall, Garden City NY 11530
Mr. James J. Perrino, Executive Vice President of Finance and Administration, One South Avenue, Levermore Hall, Garden City NY 11530
- iv) State of incorporation (if applicable);
NY
- v) The number of employees in the firm;
1147

vi) Annual revenue of firm;

225000000

vii) Summary of relevant accomplishments

See Attached File

B. Indicate number of years in business.

122

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

Nothing to add.

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 County Department of Social Services
Contact Person Maria Lauria, LMSW, Director of Children's Services
Address 60 Charles Lindbergh Blvd
City Uniondale State NY
Telephone (516) 227-7759
Fax # (516) 227-7718
E-Mail Address Maria.Lauria@hhsnassaucountyny.us

Company Nassau County District Attorney Office
Contact Person Sheryl Anania, Executive Assistant District Attorney
Address 262 Old Country Road
City Mineola State NY
Telephone (516) 571-3573
Fax # (516) 571-2266
E-Mail Address sheryl.anania@nassaуда.org

Company Nassau County Office of Housing and Community Development
Contact Person Theresa C. Dukes, Deputy Director
Address 40 Main Street - 1st Floor
City Hempstead State NY
Telephone (516) 572-1924
Fax # (516) 572-1983
E-Mail Address tdukes@nassaucountyny.gov

Company New York State Department of Health
Contact Person Rachel Hye Youn Rupright
Address 150 Broadway - Room 350
City Albany State NY
Telephone (518) 473-0073
Fax #
E-Mail Address rachel.rupright@health.ny.gov

I, Robert DeCarlo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Robert DeCarlo , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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Name of submitting business: Adelphi University

Electronically signed and certified at the date and time indicated by:
Robert DeCarlo [WEISSBERGER@ADELPHI.EDU]

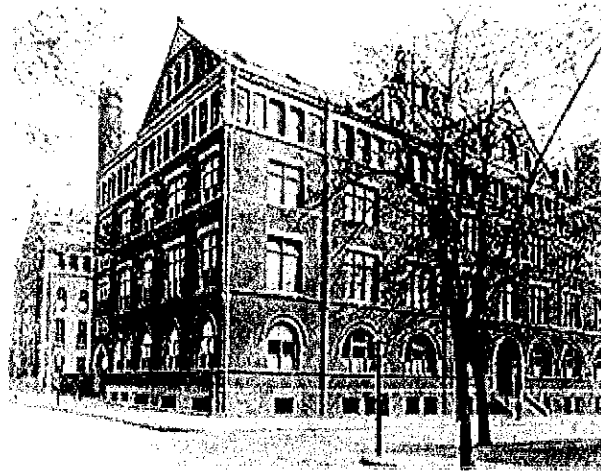
Chief Financial Officer and Associate Vice President
Title

01/25/2019 08:45:56 PM
Date

History of Adelphi University

See how Adelphi has transformed into a powerful institution.

Adelphi University's roots reach back to 1863 and the founding of the Adelphi Academy, a private preparatory school in Brooklyn, New York. The Academy was incorporated in 1869 and its Board of Trustees was charged with establishing a first class institution for the broadest and most thorough training, and to make its advantages as accessible as possible to the largest numbers of our population. The school quickly gained a reputation for its innovative curriculum, particularly in physical culture and early childhood education.



Adelphi Academy in Brooklyn, New York.

The appointment of Charles H. Levermore, Ph.D., as the head of the Academy in 1893 was an important moment in Adelphi's history. Realizing the city of Brooklyn was without a liberal arts college, Levermore seized the opportunity to establish Adelphi College. Through the efforts of Timothy Woodruff, former lieutenant governor of New York State and future president of Adelphi's Board of Trustees, Adelphi College, with 57 students and 16 instructors, was granted a charter—one of the earliest charters granted to a coeducational college by the Board of Regents of the State of New York—on June 24, 1896. Henceforth, degrees issued bore the seals of Adelphi College and of the University of the State of New York and were signed by the officers of the College and by the chancellor and the secretary of the University. For the next 25 years, the Academy remained intact yet separate from the College.

Adelphi University 1928 groundbreaking, Garden City NY.

Over the course of the next 100 years Adelphi grew and changed significantly. In 1929, Adelphi University became the first private, coeducational institution of higher education on Long Island. Since that time, more than 100,000 students have passed through our doors, leaving their mark on the University and the world beyond.

Today, Adelphi is thriving. Our colleges and schools include the College of Arts and Sciences; the Gordon F. Derner School of Psychology; the Honors College; the Robert B. Willumstad School of Business; the Ruth S. Ammon School of Education; the School of Nursing; the School of Social Work; and the College of Professional and Continuing Studies. We have reinvigorated our academic community and invested in our future. Our faculty is leading the way to ensure that our students

receive the finest education in the region and that Adelphi continues to serve as a vital resource to our local communities. As we turn our strategic plan into a vision for our future, the campus community has come together to accomplish mutual goals centered on scholarship and student achievement.

While universities around the country have been eliminating faculty, Adelphi has hired more than 280 new professors since 2001. Current full- and part-time faculty total 956, with a student/faculty ratio of 10:1. To ensure that our scholars have the resources needed to reach their goals, we have invested millions of dollars in infrastructure. We have renovated our facilities; upgraded our technology and created smart classrooms; dramatically improved our libraries—both facilities and collections; and invested in new equipment, including state-of-the-art lasers for two new physics laboratories, an atomic scanning microscope and a nuclear magnetic resonance machine for the chemistry program, new pianos from Steinway & Sons, and enhanced digital music facilities to support our music and performing arts programs. An ambitious campus expansion project has, over the last decade, resulted in the completion and opening of the Adele and Herbert J. Klapper Center for Fine Arts with space for painting, printmaking, sculpture and ceramics; the Center for Recreation and Sports, containing gyms and an indoor track; the Performing Arts Center (AUPAC) includes a 500-seat Concert Hall and additional performance, rehearsal and classroom space for music, theatre and dance; an outdoor sports complex; a complete renovation of Woodruff Hall with a modern exercise room, pool, teaching gym and classroom; the Alice Brown Early Learning Center; and additional parking.

Scholars throughout the University are making significant contributions to their disciplines. In recent years, Adelphi faculty members have been recognized as Fulbright and Hartford Scholars, and have received funding from the National Endowment for the Humanities, the National Institutes of Health and the National Science Foundation. The School of Social Work is accredited for the maximum time that the accrediting agency grants. In fact, our School of Social Work was reaccredited with no recommendations for improvement by the Council on Social Work Education's site evaluation committee, and the School's self-study document so impressed the council that it is now used as a model in reaccreditation training sessions for other programs.



Currently, nearly 8,000 students are thriving in our classrooms, in our programs, on our sports fields at the main Garden City campus and at centers in Manhattan, Hauppauge, and Poughkeepsie. Our students have gone on to achieve awards and national recognition for their scholarship, service and leadership.

Adelphi also seeks to serve its locality, state and nation through the research and practice of its faculty; the strengthening of ties between the professional schools and community; the staging of distinguished cultural events at its campuses; and most essentially, the education of a generation of future leaders and informed citizens, professionals, and community members.

Adelphi University Mission and Vision

Mission Statement

Our University transforms the lives of all students by creating a distinctive environment of intellectual rigor, research, creativity and deep community engagement across four core areas of focus: arts and humanities, STEM and social sciences, the professions, and health and wellness.

Vision

We will become a nationally respected leader—a standard bearer—for redefining the practical and personal value of education for students, helping them define their success in the classroom, on campus, in careers and communities, and beyond.

Values

We are guided by six core values that exemplify the type of community we seek to create:

1. Academic excellence
2. Creativity and Innovation
3. Community and collaboration
4. Global awareness and diversity
5. Respect for the individual
6. Truth and integrity

COUNTY OF NASSAU

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

1. Name of the Entity: Adelphi University

Address: One South Avenue

City: Garden City State: NY Zip Code: 11530

2. Entity's Vendor Identification Number: 111630741

3. Type of Business: Other (specify) Not-For-Profit Educational Institution 501 (c) (3)

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

See attached file(s):

YES ☒ NO ☐

First Name	<u>Steve</u>		
Last Name	<u>Everett</u>		
MI	<u></u>	Suffix	<u></u>
Address	<u>One South Avenue</u>		
City	<u>Garden City</u>	State	<u>NY</u> Zip Code <u>11530</u>
Position	<u>Provost and Executive Vice President</u>		

First Name	<u>Christine</u>		
Last Name	<u>Riordan</u>		
MI	<u>M</u>	Suffix	<u></u>
Address	<u>One South Avenue</u>		
City	<u>Garden City</u>	State	<u>NY</u> Zip Code <u>11530</u>
Position	<u>President</u>		

First Name	<u>James</u>		
Last Name	<u>Perrino</u>		
MI	<u>J</u>	Suffix	<u></u>
Address	<u>One South Avenue</u>		
City	<u>Garden City</u>	State	<u>NY</u> Zip Code <u>11530</u>
Position	<u>Executive Vice President of Finance and Administration</u>		

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.

If none, explain.

None

it is a Not-For-Profit Educational Institution 501 (c)(3)

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

None

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.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

Electronically signed and certified at the date and time indicated by:
Robert DeCarlo [DECARLO@ADELPHI.EDU]

Dated: 01/14/2019 02:31:02 PM

Title: Chief Financial Officer and Associate Vice
President

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

AMENDMENT NO. 3

THIS AMENDMENT, dated as of _____, 2019 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal office at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, New York, 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA16000006 between the County and the Contractor, executed on behalf of the County on October 13, 2016, as amended by County contract number CLDA17000010, executed on behalf of the County on June 28, 2017, as further amended by County contract number CLDA17000012, executed on behalf of the County on October 25, 2017, (the "Original Agreement"), the Contractor provides a project coordinator/clinical case manager for the Closer to the Crib initiative which focuses on promoting positive developmental outcomes in pre-natal to three (3) year old children of criminal offenders, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2016 to July 31, 2018, with three (3) one (1) year options to renew under the same terms and conditions, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Five Hundred and Four Thousand and Seven Hundred and Sixty-Four Dollars (\$504,764.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three (3) renewal options by extending the Original Term, increasing the Maximum Amount, and amending the Compliance With Law Section of the Original Agreement

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

1. Amendment of Term. The Original Agreement shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2019, subject to early termination as provided for under this Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Sixty-Nine Thousand and Nine Hundred and Forty-Five Dollars (\$269,945.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seven Hundred and Seventy-Four Thousand and Seven Hundred and Nine Dollars (\$774,709.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix B-3.

3. Compliance With Law. Section 6 of the Original Agreement is hereby amended to add the following subsections:

(e) 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 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.

(f) 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 Business History Form, or other disclosure form(s), 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.

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

[Remainder of Page Intentionally Left Blank.]

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

ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

By: Robert DeCarlo
Name: Robert DeCarlo
Title: Controller & Associate VP
Date: 3/4/19

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

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

On the 4th day of March in the year 2019 before me personally came Robert De Carlo to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Controller & Associate VP of Adalphi University, 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.

Eileen Conway
NOTARY PUBLIC

EILEEN CONBOY
Notary Public, State of New York
No. 01CO4661502
Qualified in Nassau County
Commission Expires August 31, 2021

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

On the ____ day of _____ in the year 2019 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/ Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

APPENDIX B-3
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB
BUDGET
08/01/18 – 07/31/19

<u>PERSONNEL</u>	<u>AMOUNT</u>	
Director		
40% FTE at an annual salary of \$94,400	\$37,600	
Program Director		
50% FTE at an annual salary of \$75,000	\$37,500	
Clinical Coordinator		
50% FTE at an annual salary of \$68,852	\$34,426	
Clinician		
50% FTE at an annual salary of \$57,643	\$28,822	
Project Coordinator		
100% FTE at an annual salary of \$55,000	\$55,000	
Evaluation		
5% FTE at an annual salary of \$76,510	\$3,826	
Personnel Sub-Total		\$197,174
 <u>FRINGE BENEFITS</u>		
29.3% of total salary		\$57,771
 <u>CONTRACTUAL</u>		
Evaluation & Training		\$7,500
 <u>TRAVEL AND TRANSPORTATION</u>		
Local travel (mileage) and conference/training travel		\$7,500
 TOTAL COSTS:		\$269,945



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2019

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

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

PRODUCER Crystal & Company Crystal IBC LLC 32 Old Slip New York, NY 10005	CONTACT NAME: Audrey Malkin PHONE (A/C, No, Ext): 212-344-2444 E-MAIL ADDRESS: audrey.malkin@crystalco.com	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: United Educators Insurance, a Reciproca		10020
INSURER B: Great Northern Insurance Company		20303
INSURER C: Liberty Insurance Underwriters, Inc		19917
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Adelphi University
One South Avenue
Garden City, NY 11530

COVERAGES**CERTIFICATE NUMBER: 472579245****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			V5933V	2/5/2019	2/5/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			73545503	2/5/2019	2/5/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			V5933V	2/5/2019	2/5/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	71725056	2/5/2019	2/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Student Med. Malpractice Professional Liability			AHV101708008	9/1/2018	9/1/2019	Occurrence Aggregate \$2,000,000 \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is listed as an Additional Insured where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

County of Nassau County
240 Old Country Road
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Crystal & Company

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**Workers'
Compensation
Board**

**CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

1a. Legal Name & Address of Insured (use street address only) Adelphi University, Office of Business Affairs 1 South Avenue Garden City, NY 11530 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 516-877-3238 1c. NYS Unemployment Insurance Employer Registration Number of Insured 0450653 1d. Federal Employer Identification Number of Insured or Social Security Number 11-1630741
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) County of Nassau County 240 Old Country Road Mineola, NY 11501	3a. Name of Insurance Carrier Vigilant Insurance Company 3b. Policy Number of Entity Listed in Box "1a" 7172-50-56 3c. Policy effective period 2/05/2019 to 2/05/2020 3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**


This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: J. Tracy Tucker
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/05/2019

Title: Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-800-982-2125

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.
C-105.2 (9-17)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



**Workers'
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

**NOTICE OF COMPLIANCE
AS SELF-INSURER UNDER THE NEW YORK STATE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

Disability Benefits ☒

Paid Family Leave ☒

Employer: Adelphi University

Carrier ID #.: B205003

FEIN: 11-1630741

Qualification Date (DB): 2/28/1961

Qualification Date (PFL): 1/1/2018

The above named employer is in compliance with the New York State Disability and Paid Family Leave Benefits Law with respect to all of his or her employees by approved self-insurance or a combination of self-insurance and insurance with an authorized carrier(s).

Self-Insurance coverage for the program(s) checked above was effective as noted and remains in full force.

Status Confirmed By
Office of Self Insurance

(518) 402-0247
SelfInsurance@wcb.ny.gov
6/5/2018

Contract ID#: CQDA16000006

E-210-16
Department: District Attorney

Contract Details

SERVICE: Project Coordination
Closer to the Crib Program

NIFS ID #: CQDA16000006 NIFS Entry Date: 07/29/16 Term: 08/01/16 to 07/31/17

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

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

Agency Information

Vendor		County Department
Name Adelphi University Institute for Parenting	Vendor ID# 11-1630741	Department Contact Robert McManus Director of Office Services
Address One South Avenue P.O. Box 701 Garden City, NY 11530	Contact Person Marcy Safyer, Ph.D., LCSW-R Phone 516 877-3060	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501 Phone (516) 571-3354

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appl'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered	7/29/16 08/01/16	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	8/3/16	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
8/2/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/2/16	<i>[Signature]</i>	
8/2/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	8/2/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/2/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/2/16	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	9/28/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	10/1/16	<i>[Signature]</i>	
9/9/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/9/16	<i>[Signature]</i>	

E-210-16

RULES RESOLUTION NO. 347 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY AND ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-26-16
YEAS: 6 NAYS: 0 ABSTAINED: 0 RECUSED: 0
Legislators present: 6

WHEREAS, the County has negotiated a personal services agreement with Adelphi University Institute for Parenting to provide comprehensive assessment, case management, referrals and evidence-based treatment oversight for Closer to the Crib program conducted by the Department, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Adelphi University Institute for Parenting.



Contract Summary

Description: One year agreement to provide services for the District Attorney's Office Closer to the Crib initiative.
Purpose: The purpose of this agreement is to reduce recidivism and prevent inter-generational involvement in the criminal justice system by advancing the Closer to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
Method of Procurement: RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the tremendous reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid, relevant experience, institutional capacity and proposed cost.
Procurement History: N/A
Description of General Provisions: This agreement between the Nassau County District Attorney's Office and Adelphi University's Institute for Parenting is for a project coordinator/clinical case manager for a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders as part of the closer to the Crib initiative.
Impact on Funding / Price Analysis:
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	1B
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$
Federal	\$
State	\$234,005.00
Capital	\$
Other	\$
TOTAL	\$234,005.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$234,005.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$234,005.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManusDate: 08/01/16

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <u>[Signature]</u>
Name <u>Michael S. Chen</u>	Name <u>[Signature]</u>	Date <u>9/9/16</u>
Date <u>10/6/2016</u>	Date <u>10/6/16</u>	(For Office Use Only)
		E #:

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal address at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, NY 11530 (the "Contractor").

WITNESSETH:

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

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

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

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

1. **Term.** This Agreement shall commence on August 1, 2016, and terminate on July 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"),

2. **Services.** The services provided by the Contractor under the Agreement shall consist of comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib program conducted by the Department. These services are more fully described in the attached Appendix A.

Closer to the Crib is a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders. Supporting a healthy environment and reducing the effects of toxic stress for such children will reduce the likelihood that they will become involved with the criminal justice system later in life. The program is intended to support the healthy development of the brain in 0-3 year old children by establishing a solid foundation for positive relationships leading to improved short and long term physical and psychological health and well-being, improved school readiness and increased learning ability. The goal of the program is to create healthier individuals, stronger families and safer communities.

3. **Payment.** (a) **Amount of Consideration.** The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Hundred and Thirty-Four Thousand and Five 00/100 Dollars (\$234,005.00), payable in accordance with the attached budget, Appendix B.

(b) 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").

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

(d) 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.

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

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

(g) Reallocation Among Line Items. The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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, discrimination, 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 vendor 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used

solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination 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) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per 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 coverage. 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 coverage 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. **Licensure and Accreditation.** At all times during the term of this Agreement, Contractor shall (a) maintain in good standing all applicable licenses, certifications and registrations required for Provider to furnish services hereunder.

12. 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.

13. 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.

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

(a) **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the 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.

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

16. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, 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.

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

18. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with 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.

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

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

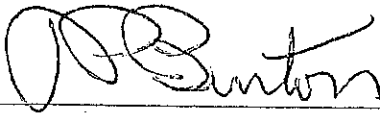
21. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


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

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

ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

By: 
Name: Timothy P. Burton
Title: Exec. Vice President of Finance & Administration
Date: July 27, 2016

NASSAU COUNTY

By: 
Name: Charles R. Burton
Title: County Executive
☒ Deputy County Executive
Date: 10/12/16

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22 day of July in the year 2016 before me personally came TIMOTHY P BURTON to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of SUFFOLK; that she is the EXEC. VP OF FINANCE & ADMINISTRATION of ADELPHI UNIVERSITY, the corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 13th day of OCTOBER in the year 2016 before me personally came CHARLES RISBUDO to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of NASSAU; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, ~~1999~~ 2019

APPENDIX A
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Implement all assessment and screening for referral and treatment planning. Use as aggregate data for the overall evaluation of the program.
2. Assure that the quality of assessment and screening is impeccable.
3. Ensure that all documentation related to the provision of assessments are completed in accordance with established policies and procedures and all records of assessments are accurately maintained and current.
4. Ensure that all ongoing assessments and screenings take place in a timely manner.
5. Complete reports related to each of these assessments and observations.
6. Examine ongoing assessment results and recommend changes in services or treatment and case plans as indicated.
7. Assist in the development of a quality assurance system.
8. Participate in the development of appropriate data collection tools, i.e. intake and evaluation assessment.
9. Participate in internal and external committees for the Closer to the Crib initiative and other agency meetings as needed.
10. Participate in providing consultation and support to other staff as needed e.g., to debrief about difficult situations.
11. Establish and maintain a supportive relationship with families and children in the program.
12. Make regular home visits with families as dictated by the protocol and supervision.
13. Work closely with the criminal justice system and community-based family support organizations that serve as partners with the Closer to the Crib project.
14. Collect relevant data for evaluation of the program and participants. This will include the collection of baseline data as well as data to be collected during the offender's tenure in the program and after the offender has completed the program.
15. Develop a service plan for the family. Service plans will be reviewed and approved by the Executive Assistant District Attorney.
16. Maintain accurate and up-to-date case files.
17. Identify and link clients to supportive services.
18. Monitor parent/child relationship and parental progress in meeting child's needs by speaking regularly with therapists, counselors, and/or any individual or organization that is providing support and/or services to the child, parent and family participating in program.
19. Ensure that offenders are enrolled and participating in treatment as needed.
20. Meet with clients weekly or bi-weekly for the length of the program i.e., minimum of twelve months, maximum of eighteen months.
21. Prepare written status reports to responsible criminal justice system entities regarding client's progress.
22. Follow up with schools, therapists and other professionals involved with the family on an as-needed basis.
23. Attend relevant trainings, workshops and seminars.
24. Perform all other relevant duties as assigned by supervisor.

APPENDIX B
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB
BUDGET

<u>PERSONNEL</u>	<u>FUNDING</u>
Director (25% FTE at annual salary of \$94,619)	\$23,655
Program Director (25% FTE at annual salary of \$67,624)	\$16,906
Clinical Coordinator (25% FTE at annual salary of \$65,213)	\$16,303
Project Coordinator (100% FTE at annual salary of \$55,000)	\$55,000
Clinician (100% FTE at annual salary of \$55,000)	\$55,000
Sub-Total	\$166,864

<u>FRINGE BENEFITS</u>	
29% of total salary	\$48,391

<u>CONTRACTUAL</u>	
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$15,000

<u>TRAVEL</u>	
Mileage – Local travel for homes visits at Nassau County rate (\$0.54 per mile)	\$500

<u>SUPPLIES</u>	
Two (2) Desktop Computers (at \$750 each)	\$1,500
One (1) Desktop Printer (at \$400)	\$400
Copy/Printing/Duplication	\$350
General Office Supplies and Materials	\$1,000
Sub-Total	\$3,250

TOTAL COSTS:	\$234,005
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E-191-17

NIFS ID:CLDA17000012 Department: District Attorney

Capital:

SERVICE: Project Coordination Closer to the Crib Program

Contract ID #:CQDA16000006 02 NIFS Entry Date: 05-JUL-17

Term: from 01-AUG-17 to 31-JUL-18

Amendment
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	Y

Vendor Info:	
Name: Adelphi University Institute for Parenting	Vendor ID#: 11-1630741 07
Address: One South Avenue P.O. Box 701 Garden City, New York 11530	Contact Person: Marcy Safyer, Ph.D., LCSW-R
	Phone: 516-877-3060

Department:
Contact Name: Robert McManus, Director of Office Services
Address: Nassau County District Attorney 262 Old Country Road Mineola, New York 11501
Phone: 516-571-3354

Routing Slip

Department	NIFS Entry: X	28-JUL-17 -- VCORDOVA
Department	NIFS Approval: X	25-AUG-17 -- RMCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	28-AUG-17 -- RDALLEVA
OMB	NIFS Approval: X	25-AUG-17 -- MSEIDLER
County Atty.	Insurance Verification: X	25-AUG-17 -- AAMATO
County Atty.	Approval to Form: X	29-AUG-17 -- DGREGWARE

Dep. CE	Approval: X	14-SEP-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	31-AUG-17 -- FBECKER
Legislature	Approval: X	26-SEP-17 -- MREYNOLDS
Comptroller	NIFS Approval: X	23-OCT-17 -- RBURKERT
NIFA	NIFA Approval:	

Contract Summary

Purpose: The goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent intergenerational involvement in the criminal justice system by advancing the Close to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
Method of Procurement: RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid and relevant experience, institutional capacity and proposed cost.
Procurement History: RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid and relevant experience, institutional capacity and proposed cost.
Description of General Provisions: This amendment will extend the expiration date of the agreement to July 31, 2018. The annual amount for this period is \$255,509. The contractor provides a program director, project coordinator/case manager and a clinician to the aforementioned program as well as cognitive testing for program subjects.
Impact on Funding / Price Analysis: Entire amount is funded through N.Y. State civil forfeiture funds.
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	DA89	Revenue		1	DAGRT891BOTH/D	\$ 255,509.00
Resp:	1B	Contract:			E500	\$ 0.00
Object:	DE	County	\$ 0.00			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 255,509.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 255,509.00		TOTAL	\$ 255,509.00

RENEWAL	
% Increase	
% Decrease	

RULES RESOLUTION NO. 274 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S OFFICE, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

Passed by the Rules Committee
Nassau County Legislature
by Voice Vote on 9-25-17
YEAS: 7 NAYS: 0 ABSTAINED: 0 RECALLED: 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Adelphi University Institute for Parenting, to provide comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib 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 authorize the County Executive to execute the amendment to an agreement with Adelphi University Institute for Parenting

AMENDMENT NO. 2

THIS AMENDMENT, dated as of _____, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal office at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, New York, 11530 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA16000006 between the County and the Contractor, executed on behalf of the County on October 13, 2016, as amended by County contract number CLDA17000010, executed on behalf of the County on June 28, 2017 (the "Original Agreement"), the Contractor provides a project coordinator/clinical case manager for the Closer to the Crib initiative which focuses on promoting positive developmental outcomes in pre-natal to three (3) year old children of criminal offenders, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2016 to July 31, 2017, with four (4) one (1) year options to renew under the same terms and conditions, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Hundred Forty Nine Thousand and Two Hundred Fifty-Five Dollars (\$249,255.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options to renew the Original Term;

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

1. Amendment of Term. The Original Agreement shall be amended so that the term of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be July 31, 2018, subject to early termination as provided for under this Amended Agreement.

2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Two Hundred and Fifty Five Thousand Five Hundred and Nine Dollars (\$255,509.00), as provided for under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Five Hundred and Four Thousand and Seven Hundred Sixty Four Dollars (\$504,764.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix B-2.

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

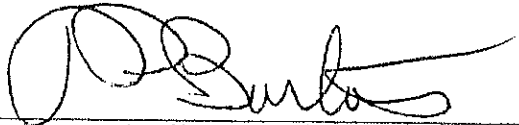
[Remainder of Page Intentionally Left Blank.]

APPENDIX B-2
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB
BUDGET
08/01/17 – 07/31/18


<u>PERSONNEL</u>	<u>AMOUNT</u>
Director	
30% FTE at an annual salary of \$97,463	\$29,239
Program Director	
45% FTE at an annual salary of \$69,657	\$31,346
Clinical Coordinator	
45% FTE at an annual salary of \$67,173	\$30,228
Project Coordinator	
100% FTE at an annual salary of \$56,238	\$56,238
Clinician	
50% FTE at an annual salary of \$56,238	\$28,119
Evaluation	
5% FTE at an annual salary of \$74,643	\$3,733
Personnel Sub-Total	\$178,903
<u>FRINGE BENEFITS</u>	
32.2% of total salary	\$57,606
<u>CONTRACTUAL</u>	
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$10,000
<u>COGNITIVE TESTING</u>	\$2,000
<u>VIDEO EQUIPMENT</u>	\$500
<u>TRAVEL</u>	
Local travel and conference travel	\$6,500
<u>TOTAL COSTS:</u>	<u>\$255,509</u>

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

ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

By: 
Name: Timothy P. Burton
Title: Exec. Vice President of Finance & Administration
Date: June 29, 2017

NASSAU COUNTY

By: 
Name: Charles P. Rivara
Title: County Executive
☒ Deputy County Executive
Date: 6/29/17

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 29 day of June in the year 2017 before me personally came
Tristram P. Gordon to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of Suffolk; that he or she is the
EVP & Finance + Admin of Adelphi University, 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

DANIEL PELLICCIA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6219590
Qualified in Nassau County
My Commission Expires 3/29/18



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25th day of October in the year 2017 before me personally came
Charles Ripardo 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 County
Executive/ Deputy County Executive of the County of Nassau, the municipal corporation
described herein and which executed the above instrument; and that he or she signed his or her
name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01617742403
Qualified in Nassau County
Commission Expires February 10, 2019

2019



E-143-17

Contract Details

SERVICE: Project Coordination Closer to the Crib Program

NIFS ID #: CLDA17000010

NIFS Entry Date: 04/28/17 Term: 08/01/16 to 07/31/17

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

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

Agency Information

Vendor		County Department	
Name Adelphi University Institute for Parenting	Vendor ID# 11-1630741	Department Contact Robert McManus Director of Office Services	
Address One South Avenue P.O. Box 701 Garden City, NY 11530	Contact Person Marcy Safyer, Ph.D., LCSW-R	Address Nassau County District Attorney 262 Old Country Road Mineola, NY 11501	
	Phone 516 877-3060	Phone (516) 571-3354	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fwd'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered	4/28/17 4/28/17	<i>Vicki Cocco</i> <i>Wm. McManus</i>	
5/1/17	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	5/1/17	<i>William Cocco</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
5/5/17	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	5/5/17	<i>J. L. W...</i>	
11	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	5/5/17	<i>Paul...</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	5/19/17	<i>Michael...</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/30/17	<i>James...</i>	5/31/17
5/16/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	5/16/17	<i>John...</i>	



Contract Summary

Description: Amendment to one year agreement to provide services for the District Attorney's Office Closer to the Crib initiative.
Purpose: The goal of this partnership with Adelphi University's Institute for Parenting is to reduce recidivism and prevent inter-generational involvement in the criminal justice system by advancing the Closer to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes.
Method of Procurement: RFP DA0526-1618 was issued on 05/26/16. Adelphi University's Institute for Parenting was the only organizational entity that submitted a bid. The bid was accepted due to the tremendous reputation enjoyed by the Institute in the Long Island region as well as the responsiveness of the bid, relevant experience, institutional capacity and proposed cost.
Procurement History: N/A
Description of General Provisions: This amendment is to add \$15,250 to the original program budget of \$234,005. This additional amount is for cognitive testing, cognitive testing materials, equipment, and conferences.
Impact on Funding / Price Analysis: Adds \$15,250 to original contract amount of \$234,005 in N.Y. State forfeiture funds.
Change in Contract from Prior Procurement: N/A
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	DA89
Resp:	1B
Object:	DE
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$
State	\$15,250.00
Capital	\$
Other	\$
TOTAL	\$15,250.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$15,250
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$15,250.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 04/28/17

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>[Signature]</u>	Name: <u>[Signature]</u>	Date: <u>5/16/17</u>
Date: <u>5/31/17</u>	Date: <u>5/30/2017</u>	(For Office Use Only)
		E #:

RULES RESOLUTION NO. ~~201~~-2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S
OFFICE, AND ADELPHI UNIVERSITY INSTITUTE FOR PARENTING

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-26-17
VOTING:
aye 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Adelphi University Institute for Parenting, to provide comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib 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 authorize the County Executive to execute the amendment to an agreement with Adelphi University Institute for Parenting

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the District Attorney's Office having its principal office at 262 Old Country Road, Mineola, New York 11501 (hereinafter "Department") and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal office at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, NY 11530 (the "Contractor" or the "Recipient").

WITNESSETH:

WHEREAS, pursuant to County contract number CQDA16000006 between the County and the Contractor, executed on behalf of the County on October 13, 2016 (the "Original Agreement"), the Contractor provides services which consist of comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib program conducted by the Department. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 1, 2016 until July 31, 2017, subject to early termination as provided for under the Original Agreement, provided that the County at its sole discretion may renew the Original Agreement under the same terms and conditions for four (4) additional one (1) year terms (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Two Hundred and Thirty-Four Thousand and Five Dollars (\$234,005.00) (the "Maximum Amount");


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

Section 1: Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Fifteen Thousand and Two Hundred and Fifty Dollars (\$15,250.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement, as amended by this amendment (the "Amended Agreement"), shall be Two Hundred and Forty-Nine Thousand and Two Hundred and Fifty-Five Dollars (\$249,255.00), (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix B-1.

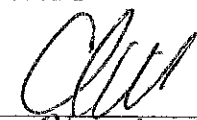
Section 2: Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

By: 
Name: Timothy P. Burton
Title: Exec. Vice President of Finance & Administration
Date: April 25, 2017

NASSAU COUNTY

By: 
Name: Charles Ribicco
Title: County Executive
☒ Deputy County Executive
Date: 7/11/17

APPENDIX B-1
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB
BUDGET

<u>PERSONNEL</u>	<u>FUNDING</u>
Director	
25% FTE 08/01/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	\$36,250
Program Director	
25% FTE 08/01/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	\$25,908
Clinical Coordinator	
25% FTE 08/01/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	\$24,984
Project Coordinator	
100% FTE 08/03/16 – 07/31/17	\$54,219
Clinician	
25% FTE 10/25/16 – 01/31/17	
50% FTE 02/01/17 – 07/31/17	<u>\$27,923</u>
Sub-Total	\$169,284
 <u>FRINGE BENEFITS</u>	
29% of total salary	\$49,092
 <u>CONTRACTUAL</u>	
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$11,879
 <u>COGNITIVE TESTING</u>	
Ten patients at \$750 per patient	\$7,500
 <u>COGNITIVE TESTING MATERIALS</u>	
	\$1,750
 <u>TRAVEL</u>	
Conferences	\$2,368
Mileage – Local travel for homes visits at Nassau County rate	<u>\$500</u>
(\$0.54 per mile) Sub-Total	\$2,868
 <u>EQUIPMENT</u>	
Video Equipment and Installation	\$3,632
 <u>SUPPLIES</u>	
Two (2) Desktop Computers (at \$750 each)	\$1,500
One (1) Desktop Printer (at \$400)	\$400
Copy/Printing/Duplication	\$350
General Office Supplies and Materials	<u>\$1,000</u>
Sub-Total	\$3,250

TOTAL COSTS:	\$249,255
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CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Adelphi University Institute for Parenting, a New York State not-for-profit corporation, having its principal address at Adelphi University, Linen Hall, Lower Level Room 9, P.O. Box 701, Garden City, NY 11530 (the "Contractor").

WITNESSETH:

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

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

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

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

1. **Term**. This Agreement shall commence on August 1, 2016, and terminate on July 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement. The County at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms (each one-year term a "Renewal Period"),

2. **Services**. The services provided by the Contractor under the Agreement shall consist of comprehensive assessment, case management, referrals, and evidence-based treatment oversight for the Closer to the Crib program conducted by the Department. These services are more fully described in the attached Appendix A.

Closer to the Crib is a program focused on supporting positive developmental outcomes in pre-natal to 3 year old children of criminal offenders. Supporting a healthy environment and reducing the effects of toxic stress for such children will reduce the likelihood that they will become involved with the criminal justice system later in life. The program is intended to support the healthy development of the brain in 0-3 year old children by establishing a solid foundation for positive relationships leading to improved short and long term physical and psychological health and well-being, improved school readiness and increased learning ability. The goal of the program is to create healthier individuals, stronger families and safer communities.

3. **Payment**. (a) **Amount of Consideration**. The maximum amount ("Maximum Amount") to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall not exceed Two Hundred and Thirty-Four Thousand and Five 00/100 Dollars (\$234,005.00), payable in accordance with the attached budget, Appendix B.

(b) 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").

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

(d) 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.

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

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

(g) Reallocation Among Line Items. The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

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, discrimination, 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 vendor 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 as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used

solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination 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) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per 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 coverage. 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 coverage 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. **Licensure and Accreditation.** At all times during the term of this Agreement, Contractor shall (a) maintain in good standing all applicable licenses, certifications and registrations required for Provider to furnish services hereunder.

12. **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.

13. **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.

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

(a) **Notice.** At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the 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.

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

16. **Consent to Jurisdiction and Venue; Governing Law.** Unless otherwise specified in this Agreement or required by Law, 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.

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

18. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with 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.

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

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


21. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(a) **Approval and Execution.** The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).


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

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

ADELPHI UNIVERSITY
INSTITUTE FOR PARENTING

By: 
Name: Timothy P. Burton
Title: Exec. Vice President of Finance & Administration
Date: July 22, 2016

NASSAU COUNTY

By: 
Name: Charles Rebozo
Title: County Executive
☒ Deputy County Executive
Date: 10/12/16

PLEASE EXECUTE IN BLUE INK

)SS.:

On the 22 day of July in the year 2016 before me personally came TIMOTHY P. BURTON to me personally known, who, being by me duly sworn, did depose and say that she resides in the County of Suffolk; that she is the EXEC. VP OF FINANCE & ADMINISTRATION of ADELPHI UNIVERSITY, the corporation described herein and which executed the above instrument; and that she signed her name thereto by authority of the board of directors of said corporation.

LYNN A. WOOLEVER
Notary Public, State of New York
Registration # 01WO5058575
Qualified in Nassau County
My Commission Expires April 8, 2018

)SS.:

On the 15th day of OCTOBER in the year 2016 before me personally came CHARLES RIZZO to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of NASSAU; that he is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

FRANCIS X. BECKER II
Notary Public, State of New York
No. 01BE5073153
Qualified in Nassau County
Commission Expires February 18, 1999

2019

APPENDIX A
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB

PRINCIPAL DUTIES AND RESPONSIBILITIES

1. Implement all assessment and screening for referral and treatment planning. Use as aggregate data for the overall evaluation of the program.
2. Assure that the quality of assessment and screening is impeccable.
3. Ensure that all documentation related to the provision of assessments are completed in accordance with established policies and procedures and all records of assessments are accurately maintained and current.
4. Ensure that all ongoing assessments and screenings take place in a timely manner.
5. Complete reports related to each of these assessments and observations.
6. Examine ongoing assessment results and recommend changes in services or treatment and case plans as indicated.
7. Assist in the development of a quality assurance system.
8. Participate in the development of appropriate data collection tools, i.e. intake and evaluation assessment.
9. Participate in internal and external committees for the Closer to the Crib initiative and other agency meetings as needed.
10. Participate in providing consultation and support to other staff as needed e.g., to debrief about difficult situations.
11. Establish and maintain a supportive relationship with families and children in the program.
12. Make regular home visits with families as dictated by the protocol and supervision.
13. Work closely with the criminal justice system and community-based family support organizations that serve as partners with the Closer to the Crib project.
14. Collect relevant data for evaluation of the program and participants. This will include the collection of baseline data as well as data to be collected during the offender's tenure in the program and after the offender has completed the program.
15. Develop a service plan for the family. Service plans will be reviewed and approved by the Executive Assistant District Attorney.
16. Maintain accurate and up-to-date case files.
17. Identify and link clients to supportive services.
18. Monitor parent/child relationship and parental progress in meeting child's needs by speaking regularly with therapists, counselors, and/or any individual or organization that is providing support and/or services to the child, parent and family participating in program.
19. Ensure that offenders are enrolled and participating in treatment as needed.
20. Meet with clients weekly or bi-weekly for the length of the program i.e., minimum of twelve months, maximum of eighteen months.
21. Prepare written status reports to responsible criminal justice system entities regarding client's progress.
22. Follow up with schools, therapists and other professionals involved with the family on an as-needed basis.
23. Attend relevant trainings, workshops and seminars.
24. Perform all other relevant duties as assigned by supervisor.

APPENDIX B
ADELPHI UNIVERSITY INSTITUTE FOR PARENTING
CLOSER TO THE CRIB
BUDGET

<u>PERSONNEL</u>	<u>FUNDING</u>
Director (25% FTE at annual salary of \$94,619)	\$23,655
Program Director (25% FTE at annual salary of \$67,624)	\$16,906
Clinical Coordinator (25% FTE at annual salary of \$65,213)	\$16,303
Project Coordinator (100% FTE at annual salary of \$55,000)	\$55,000
Clinician (100% FTE at annual salary of \$55,000)	<u>\$55,000</u>
Sub-Total	\$166,864
 <u>FRINGE BENEFITS</u>	
29% of total salary	\$48,391
 <u>CONTRACTUAL</u>	
Evaluation: Coding, Statistical Analysis, Instruments, etc.	\$15,000
 <u>TRAVEL</u>	
Mileage – Local travel for homes visits at Nassau County rate (\$0.54 per mile)	\$500
 <u>SUPPLIES</u>	
Two (2) Desktop Computers (at \$750 each)	\$1,500
One (1) Desktop Printer (at \$400)	\$400
Copy/Printing/Duplication	\$350
General Office Supplies and Materials	<u>\$1,000</u>
Sub-Total	\$3,250
 TOTAL COSTS:	 \$234,005



MADLINE SINGAS
DISTRICT ATTORNEY

OFFICE OF
THE DISTRICT ATTORNEY
NASSAU COUNTY

To: Robert Cleary
Chief Procurement Officer

From: Robert McManus
Director of Office Services

Date: May 16, 2019

Re: Late Submission: CQDA16000006/CLDA19000002
Adelphi University Institute for Parenting

This is an extension of an existing agreement with Adelphi University's Institute for Parenting. The goal of this partnership is to reduce recidivism and prevent intergenerational involvement in the criminal justice system by advancing the Close to the Crib initiative which seeks to support a healthy environment and reduce the effects of toxic stress for children whose parents/guardians have been arrested for committing crimes. The late submission of this agreement is due to Adelphi University's delay in submitting the required disclosure forms to the County. The key issue was the requirement of all principals, both Executive and Board officers, submit Principal Questionnaires through the Nassau County Vendor Portal. We have correspondence from Adelphi from early March of this year stating that several of the principals had still not completed, certified and uploaded their principal questionnaire on the Vendor Portal. Apparently, there were other County contracts held up in the system for the same reason. I attribute this to confusion or poor internal communication on the part of the various principles at Adelphi rather than any disregard for Nassau County's contract approval process.

We would like to express our thanks to Mr. Cleary and Ms. O'Hagen for their assistance in working with Adelphi to solve this problem.