



Certified:

**E-161-21**

Filed with  
Clerk of Nassau County Legislature  
October 29, 2021 1:06PM

**NIFS ID:CLDA21000001 Department: District Attorney**

**Capital:**

SERVICE: Community Partnership Program

Contract ID #:CQDA18000005

NIFS Entry Date: 09-AUG-21

Term: from 01-JUL-21 to 30-JUN-22

Renewal
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Family and Childrens Association</b>	Vendor ID#: [REDACTED]
Address: 377 Oak Street, 5th Floor Garden City, NY 11530	Contact Person [REDACTED] [REDACTED] [REDACTED]
	Phone: [REDACTED]

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

## Routing Slip

Department	NIFS Entry: X	19-AUG-21 -- TNIEDFELD
Department	NIFS Approval: X	19-AUG-21 -- JSTEIN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	23-AUG-21 -- CNOLAN
OMB	NIFS Approval: X	20-AUG-21 -- JNOGID
County Atty.	Insurance Verification: X	19-AUG-21 -- AAMATO
County Atty.	Approval to Form: X	09-AUG-21 -- MMISRA



<b>CPO</b>	<b>Approval: X</b>	<b>30-AUG-21 -- PARJUNE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>30-AUG-21 -- RCLEARY</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>07-OCT-21 -- HWILLIAMS</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>29-OCT-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Agreement with Family and Children's Associations to utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project.
<b>Method of Procurement:</b> This is a sole source agreement - Family and Children's Association was selected as the only local agency which possesses the necessary skills, expertise and experience, in addition to their long-standing relations with the community and operation of a vocational education site in Hempstead.
<b>Procurement History:</b> Nassau County District Attorney's Office began the Hempstead Terrace Bedell Initiative in 2007. The Hempstead Community Improvement Project is part of that initiative. Both federal and state funding have been utilized to continue this project. All contracts resulting from this program have been entered into in accordance with the applicable Nassau County rules and procedures regarding procurement.
<b>Description of General Provisions:</b> To provide services through the Community Partnership Program to offer support to the reentry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals.
<b>Impact on Funding / Price Analysis:</b> Maximum amount is \$538,414.52. This contract is 100% grant funded by discretionary forfeiture funds.
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation: (approve as submitted)</b> Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		09	DAGRT7EX4NYS/D	\$ 89,000.00
Control:	DA7E/DA89	Contract:		10	E500 "21"	
Resp:	21/1B	County	\$ 0.00		DAGRT891BOTH/D	\$ 449,414.52
Object:	DE500	Federal	\$ 0.00		E500	
Transaction:	CLDA	State	\$ 538,414.52			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 538,414.52		TOTAL	\$ 538,414.52
% Increase						
% Decrease						



RULES RESOLUTION NO. – 2021

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 DISTRICT ATTORNEY’S OFFICE, AND THE FAMILY AND CHILDREN’S ASSOCIATION (“FCA”).

WHEREAS, the County has negotiated an amendment to a personal services agreement with FCA to provide services through the District Attorney’s Office Community Partnership Program to offer support to the re-entry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals, 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 amended agreement with FCA.





## Nassau County Interim Finance Authority

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

**1. Vendor:** Family and Childrens Association

**2. Dollar amount requiring NIFA approval:** \$538414.52

**Amount to be encumbered:** \$538414.52

This is a Renewal

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: 07/01/2021 - 06/30/2022**

Has work or services on this contract commenced? Y \_\_\_\_\_

If yes, please explain: This is a continuing program since 2010.

**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:**

To utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project. This is Renewal Option 3 of 4 (each renewal term is for one year) to continue to provide services to previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities

**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.

CNOLAN

23-AUG-21

**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.**



Jack Schnirman  
Comptroller



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

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

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

**CONTRACTOR NAME:** Family and Children's Association

**CONTRACTOR ADDRESS:** 377 Oak Street, 5th Floor, Garden City, New York 11530

**FEDERAL TAX ID #:** 11-3422018

**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 October 22, 2018 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after as a sole-source vendor. This amendment exercises one (1) of the two remaining options to renew as stated in the original agreement.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Date

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



**MADELINE SINGAS**  
DISTRICT ATTORNEY



**OFFICE OF THE DISTRICT ATTORNEY  
NASSAU COUNTY**

**ADDENDUM TO COMPTROLLER APPROVAL FORM FOR PERSONAL,  
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Date: July 26, 2021

Subject: CLDA21000001 / CQDA18000005  
Family and Children's Association

---

This is the third one-year renewal of an agreement with Family and Children's Association. The original agreement allows for up to four (4) one-year renewals.

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Family and Children's Association has been performing these services since 2010 as part of the Hempstead Community Improvement Project. In this case it is not practical to conduct a competitive bidding process because of the nature of the program and the fact that it has been conducted on an ongoing basis since that time. This contractor was selected because it is the only local agency which possesses the necessary skills, expertise and experience to perform the required functions. In addition, this contractor has a long-standing relationship with the community and operates a vocational educational site in Hempstead. Family and Children's Association is also uniquely qualified due to having previously established access and clearance at the Nassau County Correctional Center. There were no alternative organizations considered because none had the capacity or resources to provide these services.

The performance of this agency has been satisfactory; and this office is interested in continuing our partnership with them.



# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Jeffrey L. Reynolds state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Family and Children's Association (FCA)

Vendor's Address: 377 Oak Street, 5th Floor Garden City NY US 11530

Vendor's EIN or TIN: 11-3422018

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:  
08/11/2021 01:45:37 PM

Lobbyist Registration and Disclosure Form:  
08/11/2021 01:47:36 PM

Business History Form certified:  
08/11/2021 01:49:06 PM

Consultant's, Contractor's, and Vendor's Disclosure Form:  
08/11/2021 01:49:32 PM



# Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

Principal Name	Date Certified
Lisa Burch [LBURCH@FAMILYANDCHILDRENS.ORG]	08/11/2021 05:49:42 PM
Drew S Crowley [DREWSCROWLEY@GMAIL.COM]	08/13/2021 12:16:38 PM
Mary Ann VAssallo [MVASSALLO@FCALI.ORG]	08/12/2021 05:00:51 PM
Jeffrey Reynolds, Ph.D [JREYNOLDS@FCALI.ORG]	08/10/2021 05:04:27 PM
Donald Abrams [DABRAMS1@OPTONLINE.NET]	08/12/2021 11:44:34 AM
Daniel E Brown [DBROWN@CRESA.COM]	08/17/2021 11:07:09 AM
Donna Bacon [DONNA.BACON@NCC.EDU]	08/19/2021 01:46:57 PM

I, Jeffrey L. Reynolds 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 further 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."

Jeffrey L. Reynolds, Ph.D, CEAP, SAP JREYNOLDS@FCALI.ORG

*Name*

President/CEO

*Title*

Family and Children's Association (FCA)

*Name of Submitting Entity*

08/19/2021 02:14:32 PM

*Date*





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?

Josh Lafazan, Legislator, on June 4, 2021 - (Contribution by Dr. Jeffrey L. Reynolds, President/CEO)

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:  
Jeffrey L. Reynolds, Ph.D., CEAP, SAP [JREYNOLDS@FCALI.ORG]

Dated: 08/11/2021 01:45:37 PM

Vendor: Family and Children's Association (FCA)

Title: President/CEO





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:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to 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:  
Jeffrey L. Reynolds, Ph.D., CEAP, SAP [JREYNOLDS@FCALI.ORG]

Dated: 08/11/2021 01:47:36 PM

Vendor:

Family and Children's Association  
(FCA)

Title:

President/CEO



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

**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.



## 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: 08/11/2021

1) Proposer's Legal Name: Family and Children's Association (FCA)

2) Address of Place of Business: 377 Oak Street, 5th Floor

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

Address: 100 East Old Country Road

City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501

Country: US

Start Date: 01-JAN-70 End Date: 01-MAR-21

3) Mailing Address (if different): Same as Above

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: (516) 746-0350

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

\_\_\_\_\_

4) Dun and Bradstreet number: 068058114

5) Federal I.D. Number: 11-3422018

6) The proposer is a: Other (Describe) 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.

As of the best of my knowledge, 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.



As to the best of my knowledge, 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.

As to the best of my knowledge, 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.

SHOULD A POTENTIAL CONFLICT OF INTEREST ARISE, WE WILL CONTACT THE COUNTY AND BE GUIDED ACCORDINGLY.

- 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;

01/15/1998

- 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 financial Interest

*No individuals with a financial interest in the company have been attached..*

- iii) Name, address and position of all officers and directors of the company. If none, explain.

Refer to Attachments

*No officers and directors from this company have been attached.*

2 File(s) Uploaded: Board of Trustees List.pdf, Board of Trustees Redacted List w-Letter.pdf

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

311

- vi) Annual revenue of firm;

20000000

- vii) Summary of relevant accomplishments

See Attachment -



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

B. Indicate number of years in business.

23

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

Please refer to attachment at the end of this form.

1 File(s) Uploaded: FCA Business History Page 4-Point C.PDF

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	NYS Office of Addiction Services and Supports (OASAS)		
Contact Person	Karen C. Stackrow, Director, Contracts and Procurements		
Address	1450 Western Ave		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 457-5553		
Fax #			
E-Mail Address	karen.stackrow@oasas.ny.gov		

Company	NY Office of Temporary and Disability Assistance		
Contact Person	Karen Pierino, Program Manager, Bureau of Housing		
Address	40 N. Pearl Street, Suite 10B		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 473-8968		
Fax #			
E-Mail Address	karen.pierino@otda.ny.gov		

Company	NY State Division of Criminal Justice Services		
Contact Person	Maura Gagan		
Address	4 Tower Place, 10th Floor		
City	Albany	State/Province/Territory	NY
Country	US		
Telephone	(518) 485-1833		
Fax #			
E-Mail Address	maura.gagan@dcjs.ny.gov		



I, Jeffrey L. Reynolds , 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, Jeffrey L. Reynolds , 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.

Name of submitting business: Family and Children's Association (FCA)

Electronically signed and certified at the date and time indicated by:  
Jeffrey L. Reynolds, Ph.D., CEAP, SAP [JREYNOLDS@FCALI.ORG]

President/CEO

Title

08/11/2021 01:49:06 PM

Date





On the Front Lines in Times of Crisis



## Our Mission

FCA's mission is to protect and strengthen Long Island's most vulnerable children, families, seniors, and communities.

## Our Vision

At FCA, we envision a Long Island where a legacy of optimal health, educational success, and economic security passes from one generation to the next.

## How To Donate

Your donation helps us continue to provide help and hope to Long Island's most vulnerable children, families, seniors and communities.

To donate, visit: [fcali.org/donate](https://fcali.org/donate)

377 Oak Street, 5th Floor,  
Garden City, NY 11530  
P: 516.746.0350 | F: 516.294.0198

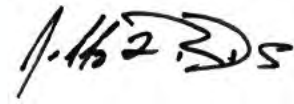
✉ [info@FCAli.org](mailto:info@FCAli.org) 🌐 [FCAli.org](https://FCAli.org)  
f FamilyAndChildrensAssociation  
t @fca\_daily i @fca\_daily

## Some Thoughts About 2020

Our 2019 report noted that 2020 would come with some challenges, but we never imagined anything along the lines of the COVID-19 pandemic. But like our predecessors did during the Spanish Flu pandemic a century ago, our team worked harder and smarter than ever before during the year, serving more than 30,000 local families.

Today FCA is stronger than ever, providing services that are more dynamic and extensive than our founders could have dreamed. Every day, we are here for families in need, at-risk children, troubled teens, vulnerable seniors, and adults caught in the struggles of addiction. We're an adaptive and responsive agency — large enough to address widespread, islandwide needs while nimble enough to set-up and operate highly targeted programs in local neighborhoods. And now, with a brand new state-of-the-art 28,000 square foot headquarters in Garden City made possible by the Treiber Family, FCA has a unique opportunity. We can realize our full potential and more fully serve the needs of the families and children of Long Island. Our vision remains both bold and focused: We want a Long Island where a legacy of optimal health, educational success, and economic security passes from one generation to the next.

Against all odds, we made steady gains in 2020 and we can't wait to build on those successes in 2021.



**Jeffrey Reynolds, Ph.D**  
President/CEO



**Drew Crowley**  
Board Chair



## NAVIGATING TOGETHER

As we look back on 2020, we cannot help but acknowledge all of the uncharted territory and extraordinary levels of uncertainty that we had to navigate together. The year was full of volatility and unrest from social injustice to a global pandemic. However, one thing remained constant:

**FCA was on the front lines providing necessities to ensure physical wellbeing, but also promoting mental health as those we serve faced upheaval outside their own front doors.**

FCA's 33 programs all pulled together to help our Long Island communities make it through some of our darkest days. Even as we start to see circumstances stabilize, the fallout that has occurred because of COVID-19 across all facets of daily life has left many Long Islanders and their families reeling. Recognizing the urgent need both at the onset of this health crisis and still today in the wake of this destruction, FCA has been, and still is committed to helping Long Island.

From FCA's COVID-19 Client Assistance Initiative to our Adopt-A-Family efforts and beyond, we have been able to expand our essential services and continue to support Long Island's most vulnerable children, families, seniors, and communities during the pandemic.

We could not have provided this extraordinary level of service and outreach without our dedicated and compassionate neighbors, friends and partners who stepped up during these unprecedented times.

While the pandemic stormed on, FCA also actively advocated and participated on another front. The organization sponsored Youth Table Talk events, hosted virtual discussions, launched new diversity initiatives, participated in peaceful social justice demonstrations, and never wavered in our promotion of justice and peace.

These efforts resulted in a greater understanding of the impact of different racial experiences and an opportunity for our communities to come together at a time when we all felt so far apart.

As an organization, we will not stop here. FCA will continue to forge on inspiring others to create change, demand equality, and remain an unstoppable force in the fight for social justice and elimination of discrimination.

Inside this report is a quick glimpse into some of the work that FCA essential workers and volunteers have done over these trying months.



# ADDICTION PREVENTION, TREATMENT & RECOVERY

## You Are Not Alone.

We take on addiction from every angle, beginning with prevention. There is hope for rebuilding, reshaping and renewing. Substance use disorders affect individuals and the whole family. Even communities are affected. People of all ages, socio-economic status, religions and ethnicities feel the physical, emotional and financial impact of substance use disorders.

- Hempstead Family Treatment & Recovery Center
- Hicksville Family Treatment & Recovery Center
- Prevention Team
- SHERPA - Peer Recovery Coaches for Overdose Survivors and their Families
- THRIVE - Recovery Community & Outreach Centers

### NATIONAL/STATE/LOCAL:

- In a survey of 832 participants, **60.1% reported an increase in alcohol consumption** when compared to pre-COVID times. (*International Journal of Environmental Research and Public Health- Alcohol Consumption during the COVID-19 Pandemic: A Cross-Sectional Survey of US Adults*).
- Suffolk County Police Department reported a total of **1515 fatal and non-fatal overdoses** for 2020, up from 1381 in 2019. (Source: *criminal Intelligence SCPD, SUFFOLK COUNTY HEROIN AND OPIATE EPIDEMIC ADVISORY PANEL 2020 REPORT*)
- The CDC's National Vital Statistics System reported **88,295 total drug overdose deaths** as of August 2020, a record high that is almost 19,000 more deaths (27%) than the prior 12-month period. (<https://www.commonwealthfund.org/blog/2021/spike-drug-overdose-deaths-during-covid-19-pandemic-and-policy-options-move-forward>)



### FCA:

- In 2020, FCA's Addiction Prevention, Treatment & Recovery Division **served over 13,892 individuals**.
- THRIVE Recovery Centers provided support services via group activities to **4,414 unique individuals** and provided **419 recovery coaching sessions**.
- Sherpa linked **325 individuals and family members** to the care and services they needed to survive.



## One Family's Struggle and Fight to Overcome

In January 2020, this all came to a devastating moment that no family ever wishes to face. A heroin and fentanyl overdose landed Anthony in a coma. Those who cared most for Anthony carefully watched their loved one, not knowing if or when he would wake up.

Five days later, Anthony awoke from his coma to find Alexis, FCA's Sherpa Manager, at his bedside ready and committed to helping this young man get back on his feet and begin the journey to the future he deserved. Dedicated to Anthony's recovery, they offered real life experience, expert insight and a personal approach to recovery Anthony had never experienced before. In denial and determined to figure it out on his own, Anthony sadly did not accept this support and continued to face the temptation of his addictions.

Anthony's loved ones remained at a standstill until Anthony finally decided to take control over his own life. And Sherpa was there. The team at Sherpa became a lifeline for Anthony and his mom. The pair began to join the weekly Family Support Group virtual meeting. A short time later, Anne realized that she and her son had found the recovery community they needed all along. Eventually, as Anthony grew strong enough to relocate to California, grateful for the ability to continue attending Sherpa meetings together virtually.

"I needed to start doing things the right way. I needed to acclimate to a life being sober. I want others to know what I know now," Anthony expressed

**"I was pulled out of the fire so I could go back in and pull other people out. My goal is to now share this message. My life was transformed."**

After a period of personal growth, realization, and discovery, Anthony is over one year sober. Despite the increased challenge brought on by the pandemic, he was able to overcome his addiction and uncover a new life. Anthony recently expressed "is good, and I wake up grateful. My mom can now sleep at night."

"I have found a group of wonderful, supporting, and patient people who really listen. When you have a son who is an addict, it carries a certain stigma with it. Not with Sherpa. They are here for me with no judgment at all. When you have a team of peers to help and someone who has lived through it, it makes a huge difference", said Anne.

After over a year since Anthony and Anne met Alexis and the Sherpa team, the pair look forward to continuing their weekly meetings. Sometimes to participate, other times just to listen, always knowing that Sherpa is there with open arms to facilitate the continued recovery journey at any pace and at the comfort level of those who need it most.



## ABOUT SHERPA

Addiction is a battle. Getting help shouldn't be. As silent heroes in our local communities, Sherpa Recovery Coaches provide non-judgmental support, guidance and a full circle of care during the path to addiction recovery. Recovery Coaches guide others through obstacles they once successfully navigated themselves. Through shared experiences Sherpas closely connect with those going through recovery, including engaging with the entire family.

Sherpa aims to break down barriers to successful recovery and lifesaving supports. By meeting individuals at their most vulnerable point, setting recovery goals, lending a helping hand along the way, and providing follow-up and feedback through all stages, Sherpa serves as the life-saving recovery program that our Long Island communities need and deserve.



# CHILDREN'S MENTAL HEALTH & WELLNESS

## Because caring for a child with special needs can be difficult and even overwhelming.

Our programs provide support for individuals with mental and/or behavioral health issues and their family. We promote resiliency through support groups, individualized action plans, home visits, respite services and community resources and referrals.

- Health Home Care Management
- Non-Medicaid Care Management
- Children & Family Treatment & Support Services (CFTSS)
- Family Center Respite
- Family Center Support
- Home & Community-Based Service (HCBS) Waiver Services
- Youth & Family Integration (Y-FI)

### NATIONAL/STATE/LOCAL:

- Compared to 2019, the proportion of **mental health-related visits for children** ages 5-11 and 12-17 years **increased approximately 24% and 31%**, respectively. (<https://www.cdc.gov/mmwr/volumes/69/wr/mm6945a3.htm>)
- **More than 4,000 children** in New York have lost their parent or caregiver to COVID-19, and **325,000 children** are newly living in or near poverty. (<https://www.nydailynews.com/opinion/ny-oped-the-psychological-help-new-yorks-kids-need-right-now-20210218-auemavlerfdwtaiu43bjn7wcym-story.html>)

### FCA:

- In 2020, the Children's Mental Health & Wellness Division provided **services to 1,111 individuals**, up from 1,019 in 2019.
- **95% of our youth clients have avoided hospitalization** due to the variety of supports and services offered by Children's Mental Health & Wellness programs.

## Support Children's Mental Health During a Pandemic & Beyond

When Lakeisha, FCA Care Manager, first met the Kite family, she immediately recognized the complex trauma that was seriously affecting all four siblings ages 7-12. As Lakeisha and the Children's Mental Health and Wellness team developed close bonds with these vulnerable young ones, they uncovered a history of traumatic experiences due to their mothers substance abuse disorder. The children were often exposed to strangers who frequented the home and explosive arguments between parents, ultimately leading to their mother losing custody. In addition to night terrors and inappropriate behavior, other concerns started to emerge which led to diagnoses of ADHD, depression, and anxiety across the children.

During the pandemic, things got worse when their new stepmother lost her job and began receiving eviction notices. To make matters worse, their apartment building became infested with insects and they had to dispose of blankets, children's bedding, and clothing. Lakeisha acted quickly by providing donations of clothes for the kids, bedding, gift cards and even funds to pay the rent.

FCA quickly stepped in to get this family connected to a local clinic to evaluate the children and helped them receive much needed assistance from local food pantries. Their case manager, recognizing the kids were falling behind in school, suffering from isolation and lack of socialization. Lakeisha kept in close contact with the family each week providing phone counseling sessions and much needed emotional support as well as meetings in collaboration with the children's therapists. To provide the children with the educational resources and assistance, the family was linked to Long Island Advocacy Center to help the children obtain Individualized Education Plans (IEPs) and education supports. The family was connected to the local Boys and Girls Club and programming was financed so that children could attend during the summer months.

From the development of social skills, engagement in physical activities, and other learning experiences during the summer, the children benefited significantly, with relief simultaneously provided for the children's stepmom. Despite the many obstacles this family faced, thanks to the early intervention and assistance from FCA supports, the youth continue to make positive advances in areas of their young lives towards a strong and promising future.

## CARE MANAGEMENT

Care Management provides comprehensive, integrated, medical and behavioral health care management to children ages 5-21 and their families to ensure access to appropriate services, improve health outcomes and prevent hospitalizations. Services are provided in the home, school and/or other community setting with frequency and duration depending upon the need of each child and his or her family.

FCA offers Care Management for all individuals regardless of insurance status and Health Home Care Management for recipients of Medicaid in both





# PREVENTION & FAMILY SUPPORT

## Helping families grow stronger, together.

We provide vital services to at-risk children and families who are vulnerable, homeless, or struggling with a host of difficulties including chemical dependency, mental health trauma, or lack of resources. Our staff empower youth and families in their decision-making abilities and assist them in developing the skillsets needed to live independently and successfully. The team utilizes community resources and FCA's own wrap-around services in creating and enhancing successful outcomes.

- Community Credible Messengers
- Family Support
- Family First
- Hempstead Prevention Coalition
- Hempstead Ladders to Success
- Immigrant Resource Center
- Learning Center
- Lynn Vanderhall Nursery Co-Op
- Project Independence
- Pregnant & Parenting Teen Support (PACT)
- SNUG - Gun Violence Reduction Program
- Youth Advisory Council

### NATIONAL/STATE/LOCAL:

- **20,000 youth**, ages 18 - 21, **age out of the foster care system** annually. (*IFoster.org*)
- In the U.S., the state prevalence of youth with substance use disorder in the past year ranges **from 3.18% to 6.54%**, with **prevalence in New York State at 4.04%**.
- The number of gun related deaths in the United States in 2020 **totaled 43,540**. (*According to Gun Violence Archive research*)

### FCA:

- Direct services were provided to **over 879 individuals and over 200+ families**, including food and basic needs throughout the pandemic.
- FCA's SNUG team saw a **275% increase in gun related violence in the communities** they serve and conducted **58% more community mediations** than the year prior.
- In just the first nine months of 2020, FCA's Immigrant Resource Center **received 680 calls, assisted 1,900 individuals, supported 55 families** with case management and provided **20 individuals** with trauma informed mental health counseling.



## Helping Those Left Behind Overcome Unthinkable Loss

The year started out like any other. Martha and her family were navigating life as they normally did, bouncing around between work, school, family gatherings, and extracurricular activities. This family, full of energy and life, also anxiously awaited the arrival of a new grandchild.

In March, as the COVID-19 virus suddenly began to infiltrate, like many others, this family lost their means of employment and were forced to quarantine. Martha's husband unfortunately became ill with the virus and shortly thereafter lost his life. Martha's 25-year-old son next contracted the virus and died only a few weeks after his father. The pillars and providers of this close-knit immigrant family were gone unexpectedly, and Martha was left devastated and frightened.

A mother, left alone, with two young daughters and a newborn to care now living their darkest of days, in a situation they never saw coming. At rock bottom, Martha was referred to FCA's Immigrant Resource Center. Our care managers stepped in immediately to help her back on her feet. FCA not only helped this family deal with the taxing physical and mental effects of the pandemic and the loss of their loved ones but connected them to the resources necessary to stay afloat.

FCA's Immigrant Resource Center assisted the family with funeral expenses, providing peace of mind and constant support. Mental health counseling and trauma-informed sessions, COVID testing appointments, and health screenings were provided with the help of an FCA Case Manager and Family Therapist. Food, personal products, and other basic needs were consistently supplied to keep the family safe and comfortable. Martha received immigration resource referrals and guidance to help with government assistance applications so her family could receive much needed assistance. FCA's Immigrant Resource Center also connected the family to FCA's Adopt-A-Family program which provided her and her children with generous holiday gifts and supplies from local donors.

Martha and her young daughters have experienced tremendous loss but are continually reminded by our caring staff that they are never alone. As this family continues to adapt and mend, FCA will stand by their side to see that in the wake of crisis and destruction, they can continue to heal together and will always have somewhere to turn.

**"I am so grateful to the FCA Helpline for providing me with support as I go through this difficult time and navigate the loss of my husband and son due to the COVID-19 Virus."**

## IMMIGRANT RESOURCE CENTER

Services for immigrant and vulnerable families in our Nassau and Suffolk County communities. Helpline counselors provide referrals to food pantries, immigration resources, COVID-19 testing and vaccine advocacy, case management & short-term counseling, with services available in both English and Spanish.





# RESIDENTIAL CARE

## A safe place to call home, instead of struggling alone.

Parks, railroad stations, vacant lots -- these are places teens who run away from home tend to congregate. Many become homeless, living in tent cities after fleeing violent situations at home. In survival mode, some fall victim to exploitation and trafficking, exchanging sex for money, food, drugs, or shelter. Others turn to gangs for a sense of belonging and safety. Our residences focus on quality care, seamless transitions, and well-managed aftercare services. Our goal is to understand needs, reunite families, if possible, and secure long-term safe housing.

- Nassau Haven Emergency Youth Shelter
- Walkabout for Young Men and Women
- Lakeview House - NYS Office of Mental Health Licensed Community Residence for Teens with Emotional Impairments
- West Nassau Residence - NYS Office of Mental Health Licensed Community Residence for Adults with Mental Illness

## NATIONAL/STATE/LOCAL:

- Due to COVID-19 related school closures in 2020, **11% of students** at two-year institutions and almost **15% at four-year** institutions were experiencing homelessness.
- A total of **4.2 million youth and young adults experience** homelessness each year (<https://schoolhouseconnection.org/realcollege-during-the-pandemic/>)
- The National Center for Missing and Exploited Children noted an **increase from 2 million to 4.2 million reports** of online exploitation from March to April 2020. (<https://jamanetwork.com/journals/jamapediatrics/fullarticle/2770536>)



## FCA:

- FCA's Runaway & Homeless Youth program have provided housing, direct care services, mediation, and after care services to **901 individuals**.
- FCA Walkabout residents, despite challenges to their employment **saved a collective \$89,000 dollars in 2020**.



## Overcoming Adversity to Create a Promising Future

After arriving at a local Long Island homeless adult shelter alone and unsure, Diana was guided to a more suitable means of housing and referred to the welcoming arms of FCA's Nassau Haven Emergency Shelter team. Given her young age of only 19, Nassau Haven was a much better fit for her. After being transferred to Nassau Haven, Diana revealed that this was her first time in New York, and she had become homeless after her stepmother and stepbrother were evicted from their apartment in Georgia.

Diana and her family made the trip up the coast hoping to live with a family friend, only to be told several days later that they were no longer welcome. Diana found herself homeless once again and this time separated from her family. Alone and scared, this high school graduate was unemployed and with no financial means. In a state of despair and with nowhere to turn, Diana was connected to Nassau Haven where staff helped her get accepted into FCA's transitional independent living program, Walkabout for Young Men and Women residence.

While at Walkabout, Diana was able to start her first full-time job at a local laundromat with the assistance from the FCA Career Counselor. Diana began to achieve educational goals and not only applied to college for the first time, but soon began attending Nassau Community College where she focused on obtaining her nursing degree.

Like many others around the world, Diana lost her job when the pandemic hit, however, that did not stop this determined young woman. She continued to pursue her education virtually and after quarantining for several months, she was able to secure two jobs when things started to open back up again. During her time at Walkabout, Diana was able to remarkably save \$29,000 and moved out in January 2021 to live independently in her very own place.

Now working full time and living on her own, Diana stays in touch with the team who helped facilitate her growth and successful progression. Diana now participates in a fulfilling mentorship with an FCA board member to whom the FCA staff introduced her to foster positive adult connections within the community. Grateful for all that FCA has done for her, Diana is excited for her future.

## NASSAU HAVEN

Since 1982, Nassau Haven has served young people ages 10 to 20, helping them address the issues that brought them to seek shelter. Nassau Haven is a 12-bed co-ed emergency shelter, providing short-term housing, case management and crisis intervention to runaway and homeless youth in Nassau County.





# SENIOR & ADULT SERVICES

## Every senior deserves to live with dignity, safety, and independence.

Seniors represent a growing proportion of residents facing anxiety, depression, suicide, alcoholism, misuse of prescription drugs, and isolation from help. Our mission is to protect and strengthen Nassau County's seniors through services that ensure safety while maximizing independence, respecting the right to self-determination, and improving overall quality of life.

- Alzheimer's Caregiver Support Program
- Friendly Visiting Program
- Case Management and In-Home Assistance (EISEP)
- Financial Assistance
- The New York State Long Term Care Ombudsman Program
- Link-Age Project
- Home Energy Assistance (HEAP)
- Health Insurance Counseling (HIICAP)

### NATIONAL/STATE/LOCAL:

- Of the more than 310,000 Nassau County 60+ residents, **an estimated 29% of these seniors are living alone**, socially isolated, lonely and unable to navigate the resources that are available to them.
- While likely underreported, elder financial abuse and fraud costs older Americans **\$36.5 billion per year**.

### FCA:

- In 2020, **FCA provided services to 10,980 seniors** who were able to remain safely in their own homes and experience improved overall quality of life.
- **1,960 Nassau County residents** who were struggling to make ends meet received assistance from FCA for their heating and energy costs.
- FCA's Ombudservice Program completed **4,111 total consultations** with nursing home/assisted living residents, staff and family members.



## An Inspiring Escape from an Abusive Past

With the odds stacked against her, and challenges that seemed insurmountable, an escape seemed far off and even impossible at times. Despite these circumstances however, Alice fought to turn things around for herself with the help of the caring team at FCA.

After quietly suffering for many years in a violent abusive marriage, things took a turn for the worse after their divorce when her adult son moved in. From the shouting and verbal abuse to the deliberate destruction of her possessions and disregard for her home, her world was once again turned upside down and control over her own life lost. Alice was unable to even enter her own kitchen after her son installed a lock on the door leading into the room.

Constant threats to burn down the house were made. Lists of people were named that her son wanted to harm and kill. Alice's life was continuously compromised when her son would lash out and state that he wanted to "smother her with a pillow" or "snap her neck like a twig". Sleep was hard to come by if it occurred at all.

Running out of places to turn, Alice was fortunately led to the helping hands of FCA's Safe Observant Seniors Program who stepped up to support her. The SOS team immediately began advocating and guiding her through this dangerous situation alongside her attorney and a Nassau County Assistant District Attorney.

The continuous counseling and support Alice received improved her overall mental and emotional wellbeing and gave her a voice to express herself and overcome her challenges. After a lengthy emotional rollercoaster, at her last court conference, Alice confidently spoke on her own behalf and ultimately received a court order for her son to vacate her home.

With her newfound sense of pride, strength, and resilience, Alice has realized her dream of living a peaceful life in her home with her small dog and a bird. Her once tumultuous daily life and terrifying circumstances disappeared, leaving her with peace of mind and an optimistic outlook to a safe and fulfilling future, supported by her friends at FCA.

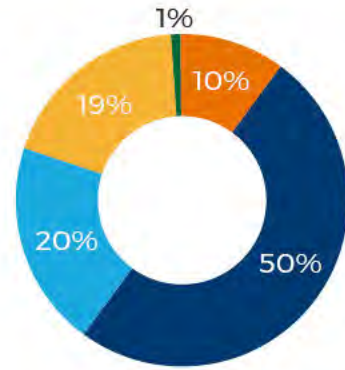
## SAFE OBSERVANT SENIORS

Elder abuse happens when someone breaks your trust, and violates your safety and security. It comes in many forms and may be physical, financial, verbal or emotional in nature. FCA's Safe Observant Seniors program aims to keep seniors safe and secure and assist those who have fallen victim to elder abuse.

SOS counselors provide referrals to medical, legal, social and financial services, accompaniment to court or to the authorities, and short-term in-home counseling.

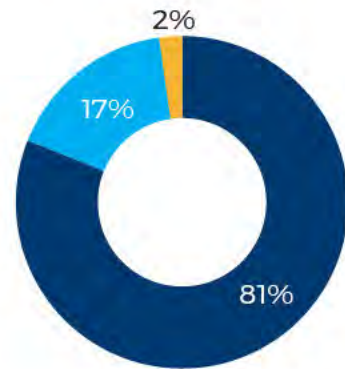






## INCOME

Government	\$10,485,553.00
Medicaid/Medicare	\$4,205,475.00
Contributions	\$2,150,830.00
Program Fees	\$235,394.00
Other	\$3,986,584.00
<b>Grand Total</b>	<b>\$21,063,836.00</b>



## EXPENSES

Program Services	\$14,616,214.00
Management and General	\$3,021,744.00
Fundraising Services	\$409,006.00
<b>Total Expenses</b>	<b>\$18,046,964.00</b>

**Net Income** .....\$3,016,871.00

FCA's financials are audited annually by Baker Tilly, an independent firm.



## FCA ADMINISTRATION

**Jeffrey L. Reynolds, PhD, CEAP, SAP** - President/Chief Executive Officer  
**Lisa Burch, MPH**, VP & Chief Operating Officer  
**Nancy Cohan, MA, LMFT**, VP, Grants & Program Development  
**Angela Montemarano**, VP & Chief Human Resources Officer  
**Craig Pinto, M.S.**, VP & Chief Development Officer  
**Mary Ann Vassallo**, VP & Chief Financial Officer  
**Jaymie Kahn-Rapp, MPA, MEd, LMHC, CRC**, Assistant Vice President, Addiction Prevention, Treatment and Recovery Services  
**Kim Livingston, LMSW**, Assistant Vice President, Residential Services  
**Shari Lubeck, LCSW-R**, Assistant Vice President, Children's Mental Health & Wellness  
**Lisa Stern, LCSW-R**, Assistant Vice President, Senior & Adult Services  
**Donna Teichner, LCSW**, Assistant Vice President, Preventive Services  
**Christine Santangelo, M.S.**, Senior Director, Quality Assurance & Special Projects



## BOARD OF TRUSTEES (as of 7/1/21)

### OFFICERS

**Drew S. Crowley**, Chairman, Sr. Vice President, Signature Bank  
**Daniel E. Brown**, Vice Chair, Principal, Cresa  
**Donald Abrams**, Treasurer, Retired CFO, The Population Council  
**Donna Bacon, Ph.D.**, Secretary, Professor, Chairperson & Directing Coordinator, Nassau Community College

### MEMBERS

**Alison Brennan**, CEO, First Development Corporation  
**Sylvia A. Cabana, Esq.**, Law Office of Sylvia Cabana  
**Richard Cavallaro**, Executive Vice President, Gilbane Building Company  
**Rosanne Cavallaro**, Community Advocate  
**John A. Cerrato, DMD**, Garden City Dental Group  
**Judy Sanford Guise**, Nonprofit Management Consultant  
**Joni E. Howe**, Vice President of Client Relations, Healthplex, Inc.  
**April Intrabartola**, Vice President, Eastman Cooke Construction  
**Dorothy Jacobs, LCSW**, Community Advocate  
**Angela M. Jaggar, Ph.D.**, Community Advocate  
**Gerard Jones**, President, National Organization of Industrial Trade Unions  
**Joshua A. Lafazan**, Nassau County Legislator  
**Calvin Lawrence, Jr.**, Director Community Affairs & Newsroom Development, Newsday  
**Donna Lewis, Esq.**, Attorney, Legal Aid Society  
**Michael Monahan**, Partner, CohnReznick LLP  
**Joseph Patellaro**, Managing Director, SS&C Private Equity Services  
**Patricia Pryor-Bonica**, President, Pryor Personnel Agency  
**Delores V. Smalls**, Professor & Coordinator, Education Counseling Center, Nassau Community College  
**Robert G. Schwerdel**, Community Advocate  
**Charles M. Strain, Esq.**, Partner, Farrell Fritz  
**Rita Thakkar**, CPA & Chief Audit Officer, Bristol Myers Squibb  
**Arakel Torosian**, Vice President, Goldman Sachs  
**Scott Treiber**, Principal, Treiber Family Foundation  
**Wayne H. Wink, Jr.**, Town Clerk, Town of North Hempstead  
**Brigitte Wynn**, Director of Revenue Operations, PSEG Long Island





# HONOR ROLL

## 🏆 \$100,000 and above

Mother Cabrini Health Foundation  
O'Neill Family Charity  
Treiber Family Foundation  
William Stamps Farish Fund

## 🏆 \$50,000 to \$99,999

Fay J. Lindner Foundation  
Long Island Community Foundation

## 🏆 \$10,000 to \$49,000

Adikes Family Foundation  
Capital One Investing for Good  
Mrs. Jane H. Choate  
Eastman Cooke Construction  
Empire Blue Cross Blue Shield  
Farrell Fritz, P.C.  
Gerry-Corbett Foundation  
Goldman Sachs Gives  
Grafer Family Foundation  
HAB Bank  
Hassett Subaru  
Huguette Clark Family Fund for Protection of Elders  
Ms. Angela Jaggar  
Knapp/Swezey Foundation Inc.  
Mrs. Hope Lapsley  
Mr. Michael Monahan  
Network Outsource  
Newsday

## 🏆 \$5,000 to \$9,999

Mr. and Mrs. Joe Patellaro  
Mr. & Mrs. Michael Prounis  
PSEG Foundation  
Mr. & Mrs. Richard Ronzetti  
RXR Fund II  
Sony Music Entertainment  
Mr. & Mrs. Charles M. Strain  
TrueTox Laboratories, LLC  
United Way of Long Island  
Mr. Ken Wessel  
Yardi Systems, Inc.

Bahnik Foundation Inc.  
Blank Family Charitable Fund  
Healthplex, Inc.  
Ms. Rachel Hollander  
HUB International Northeast  
James J. Colt Foundation  
Judith C. White Foundation, Inc.  
Mr. & Mrs. Bernie Kennedy  
Knockout Pest Control Inc.  
Manhasset Community Fund  
McKeen Fund  
NY Community Bank Foundation  
Palmer Walker Foundation  
PSEG Long Island LLC  
Mr. Salvatore Ranieri  
Signature Bank  
SKANSKA USA Civil  
UBS

32,542  
LONG  
ISLANDERS  
SERVED

240  
VOLUNTEERS

311  
EMPLOYEES

11  
LOCATIONS



\$21,543,827  
TOTAL ANNUAL BUDGET

27 BOARD MEMBERS



136  
YEARS OF  
SERVICE



THANK YOU

TO OUR GENEROUS  
SUPPORTERS!



# HONOR ROLL (CONTINUED)

## \$1,000 to \$4,999

1st Equity Title & Closing / Pink Tie  
 A1 Roofing  
 Mr. & Mrs. Donald Abrams  
 Al & Peggy DeMatteis Family Foundation  
 Ms. Judith Ammerman  
 Mr. James Anziano  
 Baker Tilly LLP  
 Bethpage Federal Credit Union  
 BNY Mellon Community Partnership  
 Brown-Forman Beverages  
 Mr. & Mrs. Gerald Calder  
 Mr. & Mrs. Richard Cavallaro  
 Dr. John Cerrato  
 Ms. Jessica Chandler  
 Mrs. Ellen Coughlin  
 Covanta  
 Cresa Global Inc.  
 Dr. & Mrs. Robert Decker  
 Denham Wolf Real Estate Services, Inc.  
 Dime Savings Bank  
 Mr. Kenneth Farrell  
 Mr. Patrick Farrell  
 First Development Corporation  
 Florman Tannen, LLC  
 Mr. & Mrs. George Frank, Jr.  
 Ms. Karen Gentilin  
 Gloria Levine & Harvey Levine Charitable Fdn.  
 Gould, Kobrick & Schlapp  
 Mrs. Fran Harnett  
 Ms. Carole Hofstein-Amselem  
 Holocene Advisors LP  
 Mrs. Theodora Hooton  
 Mrs. Donna Impagliazzo  
 International Union of Journeymen and Allied Trades  
 Ms. Dorothy Jacobs, LCSW  
 Jovia  
 Mr. and Mrs. Bernadette Kasnicki  
 Kenneth Peters Center for Recovery  
 Koehler & Isaacs  
 Kreisberg & Maitland  
 Mr. & Mrs. David Landau  
 LDI Color Toolbox  
 Mr. John Leardi  
 Ms. Sandy Leary  
 Mr. David Lochmann  
 Long Island FQHC, Inc.  
 Maine Community Foundation  
 Ms. Caroline Marshall

Mazars USA, LLP  
 Morey Family Foundation Inc.  
 MSC Industrial Supply Co.  
 Mutual of America  
 Network for Good  
 National Organization of Industrial Trade Unions  
 Mr. Denis O'Connor  
 People's United Community Foundation  
 Dr. & Mrs. Roger & Jackie Pierangelo  
 Ms. Patricia Pryor-Bonica  
 Riley Family Foundation  
 Summit Rock  
 Mr. Tony Safoian  
 Mr. Robert Schwerdel  
 Seaford Center, Inc.  
 Simon & Eve Colin Foundation, Inc.  
 Ms. Delores Smalls  
 St. John's Mar Thoma Church  
 Mrs. Rita Thakkar  
 UBS Matching Gift Program  
 USI Consulting Group  
 Ms. Mary Ann Vassallo  
 Mrs. Traci Viklund  
 Mr. Murray Warschauer

## \$500 to \$999

Ms. Barbara Albinder  
 Mr. & Mrs. Richard Bayer  
 Ms. Anita Bjork  
 Mr. Victor Bonett  
 Mr. John Bowman  
 Ms. Mary Breen  
 Ms. Lisa Burch  
 Mr. John Cameron  
 Cohn & Roth  
 Mrs. Rose Marie Coletti  
 Dahab Associates  
 Ms. Janette S. Davenport  
 Mr. Darryl Davis  
 Delcon Electric  
 Envision Church of the C&MA  
 Epoch 5 Marketing  
 Event Power  
 Family Care Connections  
 Mr. & Mrs. Martin Feinberg  
 Gemma's Auto Service Corp.  
 Ms. Katherine Heavside  
 Jo Mark Installations Inc.

Mr. Gerard Jones  
 Ms. Dorothy Lichtenstein  
 Lynbrook Gridiron  
 Dr. and Mrs. Vicky and Lionel Lyon  
 Madison Construction Consultants Corp  
 Mr. John Maher  
 Mata's Paving & Sealcoating  
 Mr. Marc Miner  
 Mr. Paul Munoz  
 Nassau Wings  
 Northern Built  
 Mr. Thomas Orr  
 Mr. and Mrs. Gina & Walter Owens  
 Mrs. Marisa Paladino  
 Mr. & Mrs. Sean Phillips  
 Mr. and Mrs. Donald and Barbara Pospisil  
 PSEG Long Island, LLC  
 Dr. Jeffrey Reynolds  
 Risk Management International, Ltd.  
 Securities Consultants LLC  
 Dr. Brij Sharma  
 Ms. Dianne Sheehan  
 Ms. Alexandra Singerman  
 Sorvillo Family Charitable Fund at Schwab Charitable  
 Mr. Gary Stein  
 Ms. Heather Summers  
 Ten Eleven  
 Mr. & Mrs. H. Craig Treiber  
 Mrs. Jane Tucker  
 Ms. Nannette Watts, CPA PC  
 World Class Painting Inc.  
 Write It For Me  
 Ms. Brigitte Wynn  
 Mr. Donald Young  
 Ms. Jennifer Yulfo  
 Mr. James Zima

# 165

**FOSTER CARE YOUTH  
 ACTIVELY WORKING TOWARD  
 SECONDARY EDUCATION**



# 3,071

**NASSAU COUNTY RESIDENTS  
 RECEIVED ASSISTANCE WITH THEIR  
 HEATING AND ENERGY COSTS**



## THANK YOU

**TO OUR GENEROUS  
 SUPPORTERS!**





## Our Mission

FCA's mission is to protect and strengthen  
Long Island's most vulnerable children, families,  
seniors, and communities.



**(ATTACHMENT FOR POINT C FROM PAGE 4)**

The mission of Family and Children's Association (FCA) is to protect and strengthen Long Island's children, families and communities. We offer assistance to those who are experiencing social, emotional and/or economic difficulties through comprehensive and integrated services ranging from early childhood intervention and preventive care to services for senior citizens – all designed to encourage self-sufficiency whenever possible. FCA is committed to providing high quality, professional care through a continuum of in-home, residential, and community-based programs, which are individualized, strength-based and culturally competent. For over 130 years, we have served Long Island by rising to meet the needs and challenges of its most vulnerable population through an integrated network of services that care for children, youth, adults, seniors, and families. FCA is recognized as a model of excellence; fiscally sound, well-managed, and possessing an impeccable reputation for providing community-based social services. FCA programs touch the lives of more than 20,000 Long Island residents each year through the efforts of over 300 staff members, 200 individual volunteers, corporate groups, community groups and sponsors who join with us to become something bigger than themselves.

In a single year, as a result of the work of FCA more than 8,700 seniors remained safely in their homes, 1,100 individuals with drug or alcohol problems were helped to overcome their addictions, more than 3,000 families received services to protect and improve the safety and wellness of their children, nearly 1,000 children received educational support services to succeed in school, and 1,400 teenagers received counseling, independent living skills, counseling, case management or emergency housing. Wholly committed to continuous quality improvement, every one of FCA's programs measures outcomes to assess effectiveness, and solicits the input and opinions of the people who benefit from our services. These services are, client-focused and consumer-driven by design and community feedback is vital to our success.



**BOARD OF TRUSTEES AND FAMILY AND CHILDREN'S ASSOCIATION OFFICERS**

<b>Title</b>	<b>First Name</b>	<b>Last Name</b>	<b>Home Address</b>	<b>Home Town</b>	<b>State</b>	<b>Home Zip</b>	<b>Officer Title</b>
Mr.	Drew	Crowley					Board of Trustees, Chairman
Mr.	Daniel	Brown					Board of Trustees, Vice Chairman
Mr.	Donald	Abrams					Board of Trustees, Treasurer
Ms.	Donna	Bacon					Board of Trustees, Secretary
Mr.	Jeffrey L.	Reynolds					FCA President/CEO
Ms.	Mary Ann	Vassallo					FCA VP & Chief Financial Officer
Mrs.	Lisa	Burch					FCA VP & Chief Operating Officer



## 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: Donna Bacon  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: 1 [REDACTED]  
Country: US
- Business Address: Family AND Childrens Association  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: 516.746.0350
- Other present address(es):  
City: Amityville State/Province/Territory: NY Zip/Postal Code: 11701  
Country: US  
Telephone: 5168844802

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	06/02/2021
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, Donna Bacon , 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, Donna Bacon , 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.

Family and Childrens Association

Name of submitting business

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

Donna Bacon [DONNA.BACON@NCC.EDU]

Secretary

Title

08/19/2021 01:46:57 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: Drew Crowley  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US
- Business Address: 58 South Service Road  
City: Melville State/Province/Territory: NY Zip/Postal Code: 11747  
Country: US  
Telephone: (516) 535-2992
- Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
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	01/01/2012	Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?

YES		NO	X	If Yes, provide details.
-----	--	----	---	--------------------------

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ 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, Drew s Crowley , 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, Drew s Crowley , 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.

Family and children's association

Name of submitting business

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

Drew S Crowley [DREWSCROWLEY@GMAIL.COM]

Chairman of Board

Title

08/13/2021 12:16:38 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: Jeffrey L. Reynolds  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address:	377 Oak Street, Fifth Floor		
City:	Garden City	State/Province/Territory:	NY
		Zip/Postal Code:	11530
Country	US		
Telephone:	(516) 746-0350		

Other present address(es): \_\_\_\_\_  
 City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
 Country: \_\_\_\_\_  
 Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	07/01/2014	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	07/01/2014	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.

Principal at both Precision Marketing Solutions, Inc. (privately held marketing company); Causation, LLC



(privately held consulting company); Principal at Everbetter Networks, LLC (telehealth company); as well as a Treasurer of Lightning Warriors, a youth triathlon team.

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, Jeffrey Reynolds , 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, Jeffrey Reynolds , 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.

Family & Children's Association (FCA)

Name of submitting business

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

Jeffrey Reynolds, Ph.D [JREYNOLDS@FCALI.ORG]

President/CEO

Title

08/10/2021 05:04:27 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: mary ann vassallo  
Date of birth: [REDACTED]  
[REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 377 Oak Street 5th floor  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: (516) 746-0350

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: 5167460350

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>02/03/2003</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.

Hands Across Long Island (HALI), treasurer. Not for profit organization located in Central Islip, Suffolk County,



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.

HALI is a local not for profit organization that is funded by NYS OMH, US HUD, and other governmental agencies funding mental health/housing organizations. I have been a trustee since the 1980s. I resigned from the board of trustees as of 12/31/2018.

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, Mary Ann Vassallo , 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, Mary Ann Vassallo , 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.

family and children's association

Name of submitting business

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

Mary Ann VAssallo [MVASSALLO@FCALI.ORG]

CFO

Title

08/12/2021 05:00:51 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: Lisa Burch  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 377 Oak Street 5th floor  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: (516) 746-0350

Other present address(es):  
City: Mineola State/Province/Territory: NY Zip/Postal Code: 11501  
Country: US  
Telephone: 5167460350

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	<u>05/26/2015</u>		
(Other)			

Type	Description	Start Date
Other	VP Chief Operating Officer	05/26/2015

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, Lisa Burch , 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, Lisa Burch , 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.

Family and Children's Association

Name of submitting business

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

Lisa Burch [LBURCH@FAMILYANDCHILDRENS.ORG]

VP Chief Operating Officer

Title

08/11/2021 05:49:42 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: Daniel E Brown  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
Country: US

Business Address: Family & Children's Association 377 Oak Street, 5TH Floor  
City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530  
Country: US  
Telephone: 5167460350

Other present address(es):  
City: Port Washington State/Province/Territory: NY Zip/Postal Code: 11050  
Country: US  
Telephone: 2015197300

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	Vice Chairman of the Board of Trustees	06/02/2021

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, Daniel E Brown , 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, Daniel E Brown , 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.

Family & Children's Association

Name of submitting business

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

Daniel E Brown [DBROWN@CRESA.COM]

Vice Chairman of the Board of Trustees

Title

08/17/2021 11:07:09 AM

Date



COUNTY OF NASSAU

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

1. Name of the Entity: Family and Children's Association (FCA)

Address: 377 Oak Street, 5th Floor

City: Garden City State/Province/Territory: NY Zip/Postal Code: 11530

Country: US

2. Entity's Vendor Identification Number: 11-3422018

3. Type of Business: Other (specify) Charitable Organization

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):

2 File(s) uploaded Board of Trustees & Officers List.pdf, Board of Trustees & Officers Redacted List w-Letter.pdf

*No principals have been attached to this form.*

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 - This is a Charitable Organization. We do not have Shareholders, Members, or Partners.

*No shareholders, members, or partners have been attached to this form.*

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):

None

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

None



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

None

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

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

Electronically signed and certified at the date and time indicated by:  
Jeffrey L. Reynolds, Ph.D., CEAP, SAP [JREYNOLDS@FCALI.ORG]

Dated: 08/11/2021 01:49:32 PM

Title: President/CEO



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.



**BOARD OF TRUSTEES AND FAMILY AND CHILDREN'S ASSOCIATION OFFICERS**

<b>Title</b>	<b>First Name</b>	<b>Last Name</b>	<b>Home Address</b>	<b>Home Town</b>	<b>State</b>	<b>Home Zip</b>	<b>Officer Title</b>
Mr.	Drew	Crowley					Board of Trustees, Chairman
Mr.	Daniel	Brown					Board of Trustees, Vice Chairman
Mr.	Donald	Abrams					Board of Trustees, Treasurer
Ms.	Donna	Bacon					Board of Trustees, Secretary
Mr.	Jeffrey L.	Reynolds					FCA President/CEO
Ms.	Mary Ann	Vassallo					FCA VP & Chief Financial Officer
Mrs.	Lisa	Burch					FCA VP & Chief Operating Officer



### AMENDMENT 3

This AMENDMENT, (together with the schedules, appendices, attachments, and exhibits, if any, this "Amendment"), dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501, (the "Department"), and (ii) **Family and Children's Association**, a New York State not-for-profit corporation, having its principal office at 377 Oak Street, 5<sup>th</sup> Floor, Garden City, New York 11530 (hereinafter referred to as "the Contractor").

#### W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQDA18000005 between the County and the Contractor, executed on behalf of the County on August 17, 2018, as amended by amendment one (1), County contract number CLDA20000002, executed on June 1, 2020, as further amended by amendment two (2), County contract number CLDA20000005, executed on July 1, 2020, (collectively, the "Original Agreement"), the Contractor provides support to the re-entry community, gang/gun outreach and engagement workshops to youth and justice involved individuals. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from July 1, 2018, through June 30, 2021 with two (2) remaining one (1) year options to renew, 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 One Million Six Hundred Twenty-Two Thousand Seven Hundred Sixteen and 76/100 Dollars (\$1,622,716.76) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two remaining renewal options by both extending the Original Term and increasing the Maximum Amount.

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

**1. Renewal of Term.** The Original Term 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 June 30, 2022, subject to early termination as provided under the Amended Agreement.

2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Five Hundred Thirty-Eight Thousand Four Hundred Fourteen and 52/100 Dollars (\$538,414.52), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million One Hundred Sixty-One Thousand One Hundred Thirty-One and 28/100 Dollars (\$2,161,131.28) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix A-3.

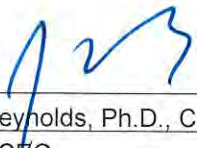
3. **Full Force and Effect.** All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]



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

FAMILY AND CHILDREN'S ASSOCIATION.

By:   
Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Title: President/CEO  
Date: 06/01/2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK



On the 1st day of June in the year 2021 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association, 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.

Mary A. Chy.

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH8163683  
Qualified in Nassau County  
Commission Expires April 2, 2023

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2021 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

4



**APPENDIX A-3**  
**Family and Children's Association**  
**BUDGET**  
07/01/2021 – 06/30/2022

**PERSONNEL SERVICES**  
**SALARY**

Program Director – F/T*	\$ 65,000.00
Re-Entry Case Manager – F/T*	\$ 40,000.00
Re-Entry Case Manager – P/T	\$ 16,848.00
Bilingual Social Worker – F/T*	\$ 55,000.00
Administrative Assistant – F/T*	\$ 50,000.00
Senior Case Manager – F/T*	\$ 45,000.00
Community Engagement Workers – P/T	\$ 74,520.00

**FRINGE & ADMINISTRATIVE FEE**

F/T Fringe (34%)	\$ 86,700.00
P/T Fringe (10%)	\$ 9,136.80
Administrative fee (15%)	\$ 66,330.72

<b>Sub-total Personnel Services</b>	<b>\$ 508,535.52</b>
-------------------------------------	----------------------

**OTPS**

Program Expenses	\$ 29,879.00
------------------	--------------

<b><u>TOTAL PERSONNEL SERVICES &amp; OTPS</u></b>	<b>\$ 538,414.52</b>
---	----------------------

- Reimbursement for salary for positions indicated will include reimbursement for any leave taken at the percentage of participation in the program up to the maximum salary stated in this Appendix A-3. Fringe reimbursement does not include reimbursement of leave time taken. It does include reimbursement for payroll taxes on benefit leave time.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2021

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 Arthur J. Gallagher Risk Management Services, Inc. One Jericho Plaza, Suite 200 Jericho NY 11753	CONTACT NAME Karen Mohamed PHONE (A/C, No, Ext) 516-745-0800 E-MAIL ADDRESS Karen_Mohamed@ajg.com FAX (A/C, No) 516-745-0082	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A State Insurance Fund of New York		
INSURER B Philadelphia Indemnity Insurance Company		18058
INSURER C		
INSURER D		
INSURER E		
INSURER F		

## COVERAGES

CERTIFICATE NUMBER: 2022884123

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2272990	5/11/2021	5/11/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2272990	5/11/2021	5/11/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB767572	5/11/2021	5/11/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	10253300	8/6/2021	8/6/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab. Abuse & Molestation		PHPK2272990	5/11/2021	5/11/2022	Each Occurrence/Agg \$1M/\$3M Each Occurrence/Agg \$1M/\$3M

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

Additional Insured Form # CG2026 (04/13)

Nassau County is included as additional insured with respect to General Liability as required by written contract per the above referenced form #.

## CERTIFICATE HOLDER

Nassau County District Attorney  
262 Old Country Road  
Mineola NY 11501  
USA

## CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**JOYCE A. SMITH**  
ACTING DISTRICT ATTORNEY



**OFFICE OF THE DISTRICT ATTORNEY  
NASSAU COUNTY**

**INTER-OFFICE MEMORANDUM**

**To:** Robert Cleary  
Chief Procurement Officer

**From:** Robert McManus  
Director of Office Services

**Date:** July 26, 2021

**Re:** Late Submission: CLDA21000001 / CQDA18000005  
Family and Children's Association

---

The Nassau County District Attorney's Office (NCDA) welcomes proposals from non-profit organizations and law enforcement agencies that will enhance law enforcement efforts, reduce crime, and improve quality of life for Nassau County residents. Through the allocation of federal and state asset forfeiture funds, along with associated special revenue funds, the NCDA established a Community Partnership and Crime Prevention Fund (CPCPF), from which it will, from time to time, award grants for exceptional projects and proposals that will impact upon public safety or the criminal justice system. The overall mission of the initiative is to foster innovative community-based crime prevention or response strategy, cultivate social and organizational partnerships, and improve the overall efficiency of Nassau County's criminal justice process. All proposals will be subjected to review by the NCDA Community Partnership and Crime Prevention Fund Advisory Committee.

The most recent extension of the above referenced agreement with Family and Children's Association (FCA) expired on June 30, 2021. There was a significant delay due to late notification of this year's GIVE Grant Award and the amount of time it takes for the supplemental appropriation to be processed, approved by the Legislature, and setup in NIFS for use by our office.

We regret any inconvenience.





Certified: 06-JAN-21 -- BFOX

**NIFS ID:CLDA20000005      Department: District Attorney**

**Capital:**

SERVICE: Community Partnership Program

Contract ID #:CQDA18000005

NIFS Entry Date: 28-OCT-20

Term: from 01-JUL-20 to 30-JUN-21

Renewal
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Family and Childrens Association</b>	Vendor ID#: <b>113422018</b>
Address: 100 E. Old Country Road Suite 24 Mineola, NY 11501	Contact Person: Jeffrey L. Reynolds, Ph.D., President & CEO
	Phone: 516-746-0350 ext.304

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

**Routing Slip**

Department	NIFS Entry: X	28-OCT-20 -- TNIEDFELD
Department	NIFS Approval: X	29-OCT-20 -- JSTEIN
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-NOV-20 -- IQURESHI
OMB	NIFS Approval: X	29-OCT-20 -- JNOGID
County Atty.	Insurance Verification: X	29-OCT-20 -- AAMATO



County Atty.	Approval to Form: X	02-NOV-20 -- DGREGWARE
CPO	Approval: X	13-NOV-20 -- KOHAGENCE
DCEC	Approval: X	16-NOV-20 -- JCHIARA
Dep. CE	Approval: X	30-NOV-20 -- MSANTERAMO
Leg. Affairs	Approval/Review: X	02-DEC-20 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy: X	23-DEC-20 -- JSCHOEN
NIFA	NIFA Approval:	

## Contract Summary

<p><b>Purpose:</b> To utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project. This is Renewal Option 2 of 4 (each renewal term is for one year) to continue to provide services to previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement.</p>
<p><b>Method of Procurement:</b> Family and Children's Association (FCA) has been performing these services since 2010 as part of the Hempstead Community Improvement Project. This Contractor has a long standing relationship with the community and a vocational education site in Hempstead, and has prior experience providing similar services to the community with much success. The Contractor was selected because it is the only local agency which possesses the necessary qualifications, skills, experience, ties to the community and specialized access to the Nassau County Correctional Center.</p>
<p><b>Procurement History:</b> In the fall of 2007, the Nassau County District Attorney's Office began the Hempstead Terrace Bedell Initiative. The Hempstead Community Improvement Project is part of that initiative. Both federal and state funding have been utilized to continue this project. All contracts resulting from this program have been entered into in accordance with the applicable Nassau County rules and procedures regarding procurement.</p>
<p><b>Description of General Provisions:</b> This is the second of 4 one-year renewal options allowed in the original agreement. This renewal term is from 7/1/2020 to 6/30/2021 in the amount of Five hundred forty thousand nine hundred five and 88/100 dollars (\$540,905.88) for the contractor to provide services through the Community Partnership Program to offer support to the reentry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals.</p>
<p><b>Impact on Funding / Price Analysis:</b> None, Contract is 100% grant funded and funded by discretionary forfeiture funds.</p>
<p><b>Change in Contract from Prior Procurement:</b> No Change</p>
<p><b>Recommendation: (approve as submitted)</b> Approve as submitted</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	DA7E/DA8R/DA89	Revenue		6	DAGRT7EX4NYS/D E500 "20"	\$ 89,000.00
Resp:	20/X9/1B	Contract:		7	DAGRT8RY6FED/D E500 "x9"	\$ 22,922.28
Object:	DE500	County	\$ 0.00			
Transaction:	CLDA	Federal	\$ 22,922.28			
Project #:		State	\$ 517,983.60			



Detail:			Capital	\$ 0.00		8	DAGRT891BOTH/D E500	\$ 428,983.60
			Other	\$ 0.00				\$ 0.00
			TOTAL	\$ 540,905.88				\$ 0.00
								\$ 0.00
							TOTAL	\$ 540,905.88

RENEWAL	
% Increase	
% Decrease	

Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 540,905.88

8	DAGRT891BOTH/D E500	\$ 428,983.60
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 540,905.88



## AMENDMENT 2

This AMENDMENT, dated as of July 1, 2020 (together with the exhibit hereto, this "Amendment"). between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501, (the "Department"), and (ii) **Family and Children's Association**, a New York State not-for-profit corporation, having its principal office at 100 East Old Country Road, Suite 24, Mineola, New York 11501 (hereinafter referred to as "the Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQDA18000005 between the County and the Contractor, executed on behalf of the County on August 17, 2018, (the "Original Agreement"), and amended as per Amendment number CLDA20000002 executed on June 1, 2020, (the Amended Agreement), the Contractor provides support to the re-entry community, gang/gun outreach and engagement workshops to youth and justice involved individuals. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from July 1, 2018, through June 30, 2020 with three (3) one (1) year options to renew, 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 One Million Eighty-One Thousand Eight Hundred Ten and 88/100 Dollars (\$1,081,810.88) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the three renewal options by both extending the Original Term and increasing the Maximum Amount.

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

1. **Renewal of Term**. The Original Term 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 June 30, 2021, subject to early termination as provided under the Amended Agreement.



2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Five Hundred Forty Thousand Nine Hundred Five and 88/100 Dollars (\$540,905.88), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Six Hundred Twenty-Two Thousand Seven Hundred Sixteen and 76/100 Dollars (\$1,622,716.76) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix A-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.]



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

FAMILY AND CHILDREN'S ASSOCIATION.

By: 

Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP

Title: President/CEO

Date: 09/30/2020

NASSAU COUNTY

By: 

Name: Hilong Williams

Title: County Executive

☒ Deputy County Executive

Date: 5/11/21

PLEASE EXECUTE IN BLUE INK



)ss.:

On the 30th day of September in the year 2020 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association (FCA), 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.

Many A Chy.

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH61836E3  
Qualified In Nassau County  
Commission Expires April 2, 2023

)ss.:

On the 11 day of May in the year 2020, before me personally came Helena Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

ARY PUBLIC

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01VI6190782  
COMM. EXP. 08/04/2024  
COMMISSIONED IN NASS COUNTY



**APPENDIX A-2**  
**Family and Children's Association**  
**BUDGET**  
07/01/2020 – 06/30/2021

**PERSONNEL SERVICES**  
**SALARY**

Program Director – F/T*	\$ 68,000.00
Program Manager – F/T*	\$ 55,000.00
Re-Entry Case Manager – F/T*	\$ 32,760.00
Re-Entry Case Manager – P/T	\$ 16,848.00
Program Assistant – F/T*	\$ 9,000.00
Bilingual Social Worker – F/T*	\$ 50,000.00
Administrative Assistant – F/T*	\$ 50,000.00
Community Engagement Workers – P/T	\$ 64,600.00

**FRINGE & ADMINISTRATIVE FEE**

F/T Fringe (34%)	\$ 90,018.40
P/T Fringe (10%)	\$ 8,144.80
Administrative fee (15%)	\$ 66,655.68

**Sub-total Personnel Services** **\$ 511,026.88**

**OTPS**

Program Expenses	\$ 29,879.00
------------------	--------------

**TOTAL PERSONNEL SERVICES & OTPS** **\$ 540,905.88**

- Reimbursement for salary for positions indicated will include reimbursement for any leave taken at the percentage of participation in the program up to the maximum salary stated in this Appendix A-2. Fringe reimbursement does not include reimbursement of leave time taken. It does include reimbursement for payroll taxes on benefit leave time.





**NIFS ID:CLDA20000002      Department: District Attorney**

**Capital:**

SERVICE: Community Partnership Program

Contract ID #:CQDA18000005      NIFS Entry Date: 19-FEB-20      Term: from 01-JUL-19 to 30-JUN-20

Renewal
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	Y
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Family and Childrens Association</b>	Vendor ID#: <b>113422018</b>
Address: 100 E. Old Country Road Suite 24 Mineola, NY 11501	Contact Person: Jeffrey L. Reynolds, Ph.D., President & CEO
	Phone: 516-746-0350 ext. 304

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

## Routing Slip

Department	NIFS Entry: X	21-FEB-20 -- TNIEDFELD
Department	NIFS Approval: X	28-FEB-20 -- RMCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-MAR-20 -- IQURESHI
OMB	NIFS Approval: X	02-MAR-20 -- JNOGID
County Atty.	Insurance Verification: X	28-FEB-20 -- AAMATO



County Atty.	Approval to Form: X	02-MAR-20 -- DGRIPPO
CPO	Approval: X	24-APR-20 -- KOHAGENCE
DCEC	Approval: X	27-APR-20 -- JCHIARA
Dep. CE	Approval: X	27-APR-20 -- H WILLIAMS
Leg. Affairs	Approval/Review: X	28-APR-20 -- GCASTILLO
Legislature	Approval:	
Comptroller	Deputy: X	21-MAY-20 -- JSCHOEN
NIFA	NIFA Approval:	

## Contract Summary

<p><b>Purpose:</b> To utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project. This is Renewal Option 1 of 4 (each renewal term is for one year) to continue to provide services to previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement.</p>
<p><b>Method of Procurement:</b> Family and Children's Association (FCA) has been performing these services since 2010 as part of the Hempstead Community Improvement Project. This Contractor has a long standing relationship with the community and a vocational education site in Hempstead, and has prior experience providing similar services to the community with much success. The Contractor was selected because it is the only local agency which possesses the necessary qualifications, skills, experience, ties to the community and specialized access to the Nassau County Correctional Center.</p>
<p><b>Procurement History:</b> In the fall of 2007, the Nassau County District Attorney's Office began the Hempstead Terrace Bedell Initiative. The Hempstead Community Improvement Project is part of that initiative. Both federal and state funding have been utilized to continue this project. All contracts resulting from this program have been entered into in accordance with the applicable Nassau County rules and procedures regarding procurement.</p>
<p><b>Description of General Provisions:</b> This is the first of 4 one-year renewal options allowed in the original agreement. This renewal term is from 7/1/2019 to 6/30/2020 in the amount of Five Hundred Forty Thousand Nine Hundred Five Dollars and 88/100. (\$540,905.88) for the Contractor to provide services through the Community Partnership Program to offer support to re-entry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals.</p>
<p><b>Impact on Funding / Price Analysis:</b> None, contract is 100% grant funded and funded by discretionary forfeiture funds.</p>
<p><b>Change in Contract from Prior Procurement:</b> No Change.</p>
<p><b>Recommendation: (approve as submitted)</b> Approve as Submitted.</p>

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		3	DAGRT7EX4NYS/D E500 "X9"	\$ 89,000.00
Control:	DA7E/DA8R/DA89	Contract:		4	DAGRT8RY6FED/D E500 "X9"	\$ 81,000.00
Resp:	X9/X9/1B	County	\$ 0.00			
Object:	DE500	Federal	\$ 81,000.00			
Transaction:	CLDA	State	\$ 459,905.88			
Project #:						



Detail:		Capital	\$ 0.00		5	DAGRT891BOTH/D E500	\$ 370,905.88
		Other	\$ 0.00				\$ 0.00
		TOTAL	\$ 540,905.88				\$ 0.00
							\$ 0.00
						TOTAL	\$ 540,905.88

RENEWAL	
% Increase	
% Decrease	



## AMENDMENT 1

This AMENDMENT, dated as of July 1, 2019 (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County District Attorney's Office, having its principal office at 262 Old Country Road, Mineola, New York 11501, (the "Department"), and (ii) **Family and Children's Association**, a New York State not-for-profit corporation, having its principal office at 100 East Old Country Road, Suite 24, Mineola, New York 11501 (hereinafter referred to as "the Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQDA18000005 between the County and the Contractor, executed on behalf of the County on August 17, 2018, (the "Original Agreement"), the Contractor provides support to the re-entry community, gang/gun outreach and engagement workshops to youth and justice involved individuals. These services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from July 1, 2018, through June 30, 2019 with four (4) one (1) year options to renew, 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 Forty Thousand Nine Hundred Five Dollars (\$540,905.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four renewal options by both extending the Original Term and increasing the Maximum Amount.

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

1. **Renewal of Term.** The Original Term 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 June 30, 2020, subject to early termination as provided under the Amended Agreement.
2. **Maximum Amount.** The Maximum Amount in the Original Agreement shall be increased by Five Hundred Forty Thousand Nine Hundred Five and 88/100 Dollars (\$540,905.88).



so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Eighty-One Thousand Eight Hundred Ten and 88/100 Dollars (\$1,081,810.88) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the attached Appendix A-1.

3. **Compliance with Law.** Section 7 of the Original Agreement is hereby amended to add the following subsection:

(f) **Vendor Code of Ethics.** By executing this Agreement, the Contractor hereby certifies and covenants that:

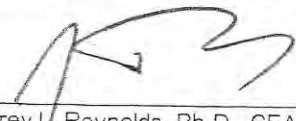
- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under 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.

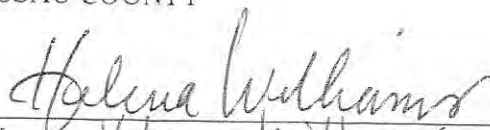


IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION.

By:   
Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Title: President/CEO  
Date: 02/10/2020

NASSAU COUNTY

By:   
Name: Helena Williams  
Title: County Executive  
☐ Deputy County Executive  
Date: 6-1-20

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 10th day of February in the year 20<sup>20</sup> before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association (FCA), 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

*Marya. Chiz*

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH183623  
Qualified in Nassau County  
Commission Expires April 2, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7 day of June in the year 20<sup>20</sup> before me personally came Helen Williams to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Sandra Vigliotti*  
NOTARY PUBLIC

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC. #01V16190782  
COMM. EXP. 08/04/2020  
COMMISSIONED IN NASS COUNTY



**APPENDIX A-1**  
**Family and Children's Association**  
**BUDGET**  
07/01/2019 – 06/30/2020

**PERSONNEL SERVICES**

**SALARY**

Program Director – F/T*	\$ 68,000.00
Program Manager – F/T*	\$ 55,000.00
Re-Entry Case Manager – F/T*	\$ 32,760.00
Re-Entry Case Manager – P/T	\$ 16,848.00
Program Assistant – F/T*	\$ 9,000.00
Bilingual Social Worker – F/T*	\$ 50,000.00
Administrative Assistant – F/T*	\$ 50,000.00
Community Engagement Workers – P/T	\$ 64,600.00

**FRINGE & ADMINISTRATIVE FEE**

F/T Fringe (34%)	\$ 90,018.40
P/T Fringe (10%)	\$ 8,144.80
Administrative fee (15%)	\$ 66,655.68
<b>Sub-total Personnel Services</b>	<b>\$ 511,026.88</b>

**OTPS**

Program Expenses	\$ 29,879.00
------------------	--------------

<b><u>TOTAL PERSONNEL SERVICES &amp; OTPS</u></b>	<b>\$ 540,905.88</b>
---	----------------------

- Reimbursement for salary for positions indicated will include reimbursement for leave taken at the percentage of participation in the program as stated in this Appendix A-1. Fringe reimbursement will be based on leave time taken. It does include reimbursement for





E-101-18

**NIFS ID:**CQDA18000005     **Department:** District Attorney

**Capital:**

SERVICE: Community Partnership Program

Contract ID #:CQDA18000005     NIFS Entry Date: 20-JUN-18     Term: from 01-JUL-18 to 30-JUN-19

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

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

<b>Vendor Info:</b>	
Name: <b>Family and Childrens Association</b>	Vendor ID#: <b>11-3422018</b>
Address: 100 E. Old Country Rd., Suite 24 Mineola, New York 11501	Contact Person: Jeffrey L. Reynolds, Ph.D., President & Chief Executive Officer
	Phone: (516) 746-0350 ext. 304

<b>Department:</b>
Contact Name: Robert McManus, Director of Office Services
Address: Nassau County District Attorney's Office 262 Old Country Rd. Mineola, New York 11501
Phone: (516) 571-3354

## Routing Slip

Department	NIFS Entry: X	22-JUN-18 -- RMCMANUS
Department	NIFS Approval: X	22-JUN-18 -- RMCMANUS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	26-JUN-18 -- MWORSHAM
OMB	NIFS Approval: X	25-JUN-18 -- IQURESHI
County Atty.	Insurance Verification: X	25-JUN-18 -- AAMATO
County Atty.	Approval to Form: X	25-JUN-18 -- MMISRA



Dep. CE	Approval: X	17-AUG-18 -- HWilliams
Leg. Affairs	Approval/Review: X	27-JUN-18 -- JSCHANTZ
Legislature	Approval: X	13-SEP-18 -- LVOCATURA
Comptroller	Deputy: X	12-OCT-18 -- JSCHOEN
NIFA	NIFA Approval:	

## Contract Summary

<b>Purpose:</b> To utilize grant funding awarded to the District Attorney's Office for the Hempstead Community Improvement Project. This is a one year agreement to provide services to previously incarcerated individuals to improve their chances at rebuilding their lives as productive members of the community and will engage at-risk youth in constructive activities to reduce gang involvement.
<b>Method of Procurement:</b> Family and Children's Association (FCA) has been performing these services since 2010 as part of the Hempstead Community Improvement Project. This Contractor has a long standing relationship with the community and a vocational education site in Hempstead, has prior experience providing similar services to the community with much success. The contractor was selected because it is the only local agency which possesses the necessary qualifications, skills, experience, ties to the community, and specialized access to the Nassau
<b>Procurement History:</b> In the fall of 2007 the Nassau County District Attorney's Office began the Hempstead Terrace Bedell Initiative. The Hempstead Community Improvement Project is part of that initiative. Both federal and state funding have been utilized to continue this project. All contracts resulting from this program have been entered into in accordance with applicable Nassau County rules and procedures regarding procurement.
<b>Description of General Provisions:</b> This is a one (1) year agreement, renewable for up to four (4) one (1) year periods in the amount of Five Hundred and Forty Thousand Nine Hundred and Five Dollars. 00/100 (\$540,905.00) for the contractor to provide services through the Community Partnership Program to offer support to the re-entry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals.
<b>Impact on Funding / Price Analysis:</b> None, contract is 100% grant funded and funded by discretionary forfeiture funds.
<b>Change in Contract from Prior Procurement:</b> Previous agreement was for \$535,520.00.
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	DA7E/DA89	Revenue		1	DAGRT7EX4NYS/D E500"X8"	\$ 94,000.00
Resp:	X8/1B	Contract:		2	DAGRT891BOTH/D E500	\$ 446,905.00
Object:	DE500	County	\$ 0.00			\$ 0.00
Transaction:	CQDA	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 540,905.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 540,905.00</b>		<b>TOTAL</b>	<b>\$ 540,905.00</b>
RENEWAL						
% Increase						
% Decrease						



E-101-18

RULES RESOLUTION NO. 137-2018

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE  
OF THE DISTRICT ATTORNEY AND FAMILY AND CHILDREN'S  
ASSOCIATION

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 9-12-18  
VOTING:  
yeas 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement with Family Children's Association to provide services through the Office of District Attorney's Community Partnership Program to offer support to the re-entry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals, copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Family Children's Association.



## CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of           July             1  , 2018 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Family and Children's Association, a New York State not for profit corporation, having its principal office at 100 E. Old Country Road, Suite 24, Mineola, NY 11501 (the "Contractor").

### **W I T N E S S E T H:**

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; and

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 July 1, 2018 and terminate on June 30, 2019, unless sooner terminated in accordance with the provisions of this Agreement. The Department at its sole discretion may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. **Services.** The Contractor shall provide services through the Department's Community Partnership Program ("CPP"), having its bases of operation in the Village of Hempstead, and the City of Long Beach, New York. CPP will offer support to the re-entry community and provide gang/gun outreach and engagement workshops to youth and justice-involved individuals. CPP will provide outreach in the aforementioned communities to educate and foster awareness about gang and gun violence. In addition to traditional street outreach, CPP Community Engagement Workers will facilitate gang and gun intervention and prevention groups, participate in Safe Passage at Hempstead middle and high schools, and offer support to community members who have been impacted by gang and gun violence.

3. **Payment.** (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement ("Maximum Amount") shall not exceed **Five Hundred and Forty Thousand and Nine Hundred and Five Dollars (\$540,905.00)**, payable in accordance with the attached budget, (**APPENDIX A**).

(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 the 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) in accordance with Law 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.



(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 County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(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.

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

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

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

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

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



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

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

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

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

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

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



**17. All Legal Provisions Deemed Included; Severability; Supremacy.** (a)

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

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

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

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

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

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

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

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




[Remainder of Page Intentionally Left Blank]

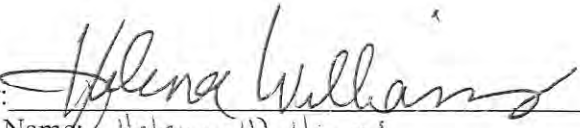


IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

FAMILY AND CHILDREN'S ASSOCIATION

By:   
Name: Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Title: President/CEO  
Date: June 4, 2018

NASSAU COUNTY

By:   
Name: Helena Williams  
Title: County Executive  
☐ Deputy County Executive  
Date: 10/19/19

PLEASE EXECUTE IN BLUE INK



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

On the 4th day of July in the year 2018 before me personally came Jeffrey L. Reynolds to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of Family and Children's Association, 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

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163688  
Qualified in Nassau County  
Commission Expires April 2, 2019

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

On the 19 day of October in the year 2018 before me personally came Helena Williams 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~~

LAURA J VIGLIOTTI  
NOTARY PUBLIC STATE OF NEW YORK  
LIC #01VI6190782  
COMM. EXP. 08/04/2012 ZD  
COMMISSIONED IN NASS COUNTY



APPENDIX A  
BUDGET

<u>PERSONNEL SERVICES</u>	<u>AMOUNT</u>
<u>SALARY</u>	
Program Director – F/T*	\$68,000.00
Bilingual Social Worker – F/T*	\$50,000.00
Program Manager – F/T*	\$50,000.00
Re-Entry Case Manager – F/T*	\$32,760.00
Re-Entry Case Manager – P/T	\$16,848.00
Community Engagement Workers – P/T	\$73,600.00
Administrative Assistant – F/T*	\$50,000.00
<u>FRINGE &amp; ADMINISTRATIVE FEE</u>	
F/T Fringe (34%)	\$85,258.00
P/T Fringe (10%)	\$9,045.00
Administrative Fee (15%)	<u>\$65,327.00</u>
<b>SUB-TOTAL PERSONNEL SERVICES</b>	<b>\$500,838.00</b>
<u>OTPS</u>	
Program Expenses 8% of personnel services expense	
\$40,067.00 <sub>[GD1]</sub>	
<p>* Reimbursement for salary for positions indicated will include reimbursement for any leave <u>taken</u> at the percentage of participation in the program <u>up to</u> the maximum salary stated in this Appendix A. Fringe reimbursement does not include reimbursement of leave time taken. It does include reimbursement for payroll taxes on benefit leave time.<sub>[GD2]</sub></p>	
<u>TOTAL PERSONNEL &amp; OTPS</u>	<b>\$540,905.00</b>



**APPENDIX EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions,



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

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the



foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.



- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



**APPENDIX L**  
**Certificate of Compliance**

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

1. The chief executive officer of the Contractor is:

Family and Children's Association (Name)

100 East Old Country Road, Mineola New York 11501 (Address)

(516) 746-0350 (Telephone Number)

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

---

---

---

---

---

---

---

---



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

New York State Department of Labor Claim was made against Family and Children's Association

and Nassau County totaling \$226,000 for back wages related to benefit time accrued by a class


of FCA/Nassau County Employees who were terminated in 2012. The matters have been settled

with all parties and are deemed closed.

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

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

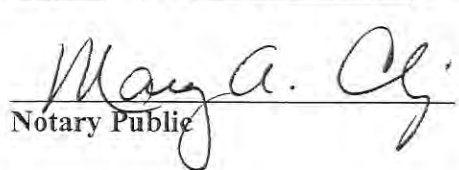
June 4, 2018  
Dated

  
Signature of Chief Executive Officer

Jeffrey L. Reynolds, Ph.D., CEAP, SAP  
Name of Chief Executive Officer

Sworn to before me this

4<sup>th</sup> day of June, 2018.

  
Notary Public

MARY A. CHIZ  
Notary Public, State of New York  
No. 01CH6163623  
Qualified in Nassau County  
Commission Expires April 2, 20 19