



Certified: --

**E-83-22**

Filed with the Nassau County Clerk of the Legislature July 11, 2022 9:32AM

**NIFS ID: CQHS22000017**

Capital:

Contract ID #: CQHS22000017

NIFS Entry Date: 02/08/2022

**Department: Human Services**

Service: YOUTH DEVELOPMENT

Term: from 01/01/2022 to 12/31/2024

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	<b>No</b>
2) Comptroller Approval Form Attached:	<b>Yes</b>
3) CSEA Agmt. & 32 Compliance Attached:	<b>Yes</b>
4) Significant Adverse Information Identified? (if yes, attach memo):	<b>No</b>
5) Insurance Required:	<b>Yes</b>

<b>Vendor/Municipality Info:</b>	
Name: <b>Morrison Mentors</b>	ID#: <b>454581763</b>
Main Address: <b>103 Vermont Avenue Hempstead, NY 11550</b>	
Main Contact: <b>Doron Spleen</b>	
Main Phone: <b>(516) 286-9014</b>	

<b>Department:</b>
Contact Name: <b>Seema Zaki</b>
Address: <b>60 Charles Lindbergh Blvd., Suite 220, Uniondale, NY 11553-3688</b>
Phone: <b>(516) 227-7003</b>
Email: <b>alok.raman@hhsnassaucountyny.us</b>

**Contract Summary**

<p><b>Purpose:</b> The services to be provided by the Contractor under this Agreement (“Services”) shall consist of a comprehensive program entitled Morrison Mentors’ Out-of-School STEAM Initiative. (“Program”). This Program will consist of two main parts, (1) Saturday STEAM Enrichment classes at our location and (2) Mobile STEAM workshops that will take place at the partnering agency of Nassau County Youth Board.</p>
<p><b>Method of Procurement:</b> The Contract was entered into after a written request for proposals (SS0630-2117) was issued on June 30, 2021. Potential proposers were made aware of the availability of the RFP by posting to the bid board, newspaper advertisement, posting on OYS website, regular mailing, and email. Twenty (20) plus potential parties requested copies of the RFP. Proposals were to be postmarked no later than August 16, 2021. Eighteen (18) proposals were received and evaluated. The evaluation committee consisted of: Sol-Marie Jones; Andrea Ault-Brutus; Nancy Holland; and Kathryn Artesani; The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected</p>
<p><b>Procurement History:</b> First year of the RFP award-new Agency</p>

**Description of General Provisions:** Students will participate in a variety of project-based activities that purposely demystifies and further encourages the exploration of potential careers in S.T.E.A.M.! Our classes and workshops are strategically designed to give students an engaging, supportive, and fun experience in S.T.E.A.M. Classes/Workshops will include, but not limited to

- Hardware Repair
- Coding (Python, Java, .NET, etc.)
- 3D Printing
- Science & Robotics • Audio/Video Editing
- Art Technology/Graphic Design
- Game Design/Virtual Reality
- Website Design

**Impact on Funding / Price Analysis:** The Agency will provide services to 40 youth at a per capita cost of \$1,875. \$75,000 per year. Total maximum amount of \$225,000. Partial encumbrance of \$75,000.

**Change in Contract from Prior Procurement:** Not applicable

**Recommendation:** Approve as Submitted

## Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	10	1324	DE	HSGEN1324	DE511	HSGEN1324 DE511	01	\$75,000.00
<b>TOTAL</b>								<b>\$75,000.00</b>

Additional Info	
Blanket Encumbrance Transaction	
<b>Renewal</b>	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	\$75,000.00
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
<b>Total</b>	<b>\$75,000.00</b>

## Routing Slip

Department			
NIFS Entry	Seema Zaki	02/09/2022 02:16PM	Approved
NIFS Final Approval	Seema Zaki	02/09/2022 02:16PM	Approved
Final Approval	Seema Zaki	02/22/2022 12:40PM	Approved
County Attorney			
Approval as to Form	Daniel Gregware	02/22/2022 01:53PM	Approved
RE & Insurance Verification	Andrew Amato	02/22/2022 12:50PM	Approved
NIFS Approval	Daniel Gregware	02/22/2022 01:54PM	Approved
Final Approval	Daniel Gregware	02/22/2022 01:54PM	Approved
OMB			
NIFS Approval	Nadiya Gumieniak	02/23/2022 03:18PM	Approved
NIFA Approval	Irfan Qureshi	03/14/2022 04:16PM	Approved
Final Approval	Irfan Qureshi	03/14/2022 04:16PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Robert Cleary	03/28/2022 05:32PM	Approved
DCE Compliance Approval	Robert Cleary	03/28/2022 05:32PM	Approved
Vertical DCE Approval	Anissa Moore	04/04/2022 01:28PM	Approved
Final Approval	Anissa Moore	04/04/2022 01:28PM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	07/08/2022 05:21PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
<b>NIFA</b>			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF YOUTH SERVICES, AND ARTHUR MORRISON MENTORS, INC.

WHEREAS, the County has negotiated a personal services agreement with Arthur Morrison Mentors, Inc. that will provide youth development program services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Arthur Morrison Mentors, Inc.



Nassau County Interim Finance Authority

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

**1. Vendor: Morrison Mentors**

**2. Amount requiring NIFA approval: \$225,000.00**

**Amount to be encumbered: \$75,000.00**

Slip Type: New

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

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

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

**3. Contract Term: 01/01/2022 to 12/31/2024**

Has work or services on this contract commenced? Yes

If yes, please explain: CONTRACT STARTS 01/01/22

**4. Funding Source:**

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

- Is the cash available for the full amount of the contract? Yes
- If not, will it require a future borrowing? No
- Has the County Legislature approved the borrowing? N/A
- Has NIFA approved the borrowing for this contract? N/A

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

The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Morrison Mentors' Out-of-School STEAM Initiative. ("Program"). This Program will consist of two main parts, (1) Saturday STEAM Enrichment classes at our location and (2) Mobile STEAM workshops that will take place at the partnering agency of Nassau County Youth Board.

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

- Nassau County Attorney as to form Yes
- 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	Posting Date	Amount Added in Prior 12 Months
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## AUTHORIZATION

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

IQURESHI

03/14/2022

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**Authenticated User**

**Date**

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## 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.

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**Authenticated User**

**Date**

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## NIFA

Amount being approved by NIFA:

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

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**Authenticated User**

**Date**

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**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.**

Elaine Phillips  
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: Arthur Morrison Mentors, Inc

CONTRACTOR ADDRESS: 103 Vermont Avenue, Hempstead, NY 11550

FEDERAL TAX ID #: 45-4581763

***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 June 30, 2021 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in the bid board, newspaper advertisement [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on 08/16/21 [date]. 18 [state #] proposals were received and evaluated. The evaluation committee consisted of: Sol-Marie Jones; Andrea Ault-Brutus; Nancy Holland; and Kathryn Artesani

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

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

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

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

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

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

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

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

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

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

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

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

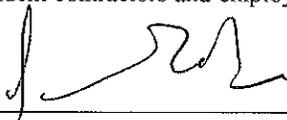
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

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

\_\_\_\_\_  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES  NO  If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:  
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 01/16/2022 05:00:25 PM

Vendor: Arthur Morrison Mentors

Title: Executive Director



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:

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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:  
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 01/16/2022 05:02:16 PM

Vendor: Arthur Morrison Mentors

Title: Executive Director

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

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

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: Brandon V Ray  
Date of birth: 09/18/1982  
Home address: 274 Randall Avenue  
City: Freeport State/Province/Territory: NY Zip/Postal Code: 11520  
Country: US

Business Address: 103 Vermont Avenue  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: 5162869014

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	<u>11/01/2021</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES  NO  If Yes, provide details.

\_\_\_\_\_

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

YES  NO  If Yes, provide details.

\_\_\_\_\_

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES  NO  If Yes, provide details.

\_\_\_\_\_

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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  
YES  NO  If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

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

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9.

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

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

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

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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.

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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.

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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.

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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.

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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.

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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, Brandon V Ray , 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, Brandon V Ray , 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.

Arthur Morrison Mentors Inc.  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Brandon V Ray [BRANDONVRAY@GMAIL.COM]

Chairman Of The Board  
Title

02/01/2022 08:55:32 AM  
Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name: DOMINIQUE F MILLER  
Date of birth: 07/03/1986  
Home address: 59 Nassau Pkwy  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US

Business Address: 103 Vermont Ave  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: 5162869014

Other present address(es):  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: 5164236574

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	<u>01/01/2022</u>
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, DOMINIQUE F. MILLER , 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, DOMINIQUE F. MILLER , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Arthur Morrison Mentors

Name of submitting business

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

DOMINIQUE F. MILLER [DOMINIQUE.F.MILLER@GMAIL.COM]

Secretary

Title

02/03/2022 04:42:23 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: Doron Spleen  
Date of birth: 06/07/1983  
Home address: 103 Vermont Avenue  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US

Business Address: Morrison Mentors  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: 5162869014

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	<u>01/12/2012</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>01/12/2012</u>	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.

I own a daycare center from 2016 to present. The name of it is Vermont Avenue Child Care.

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.

I have a daycare contract with the Office of Children and Family Services (OCFS) that is paid through the Department of Social Services.

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, Doron Spleen , 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, Doron Spleen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

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Arthur Morrison Mentors

---

Name of submitting business

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

Doron Spleen [DSPLEEN@MMENTORS.ORG]

---

Executive Director

---

Title

01/20/2022 01:46:17 PM

---

Date

**Business History Form**

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

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

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

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

Date: 08/13/2021

1) Proposer's Legal Name: Arthur Morrison Mentors, Inc.

2) Address of Place of Business: 103 Vermont Ave

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

Address: 77 Rhodes Avenue

City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550

Country: US

Start Date: 01-JAN-12 End Date: 01-JAN-17

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

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

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

Phone: \_\_\_\_\_

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

4) Dun and Bradstreet number: 080188596

5) Federal I.D. Number: 454581763

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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

YES  NO  If yes, please provide details: \_\_\_\_\_

8) Does this business control one or more other businesses?

YES  NO  If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES  NO  If yes, please provide details:

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES  NO  If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES  NO  If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  
a) Any felony charge pending?  
YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES  NO  If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES  NO  If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

Please see attached.

1 File(s) Uploaded: Arthur Morrison Mentors Conflict of Interest.pdf

- 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.

1 File(s) Uploaded: Doron Spleen's Resume.pdf

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;

01/12/2012

- 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.

Doron Spleen - Founder and CEO- 103 Vermont Avenue, Hempstead N.Y. 11550

*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.

Brandon Ray (Chairman)- 274 Randall Avenue, Freeport, N.Y. 11520  
Dominique Miller (Secretary) - 59 Nassau Pkwy, Hempstead, N.Y. 11550  
Olivia Worley (Member) - 12 Long Beach Avenue, Roosevelt, N.Y. 11575

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

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

12

- vi) Annual revenue of firm;

219297

- vii) Summary of relevant accomplishments

Arthur Morrison Mentors was chosen by the Village of Hempstead as a ESPRI Partner to implement STEM programs throughout the village .

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

B. Indicate number of years in business.

9

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

Founder and Executive Director

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 Hempstead Union Free District  
Contact Person James Clark  
Address 185 Peninsula Boulevard  
City Hempstead State/Province/Territory NY  
Country US  
Telephone (516) 434-4000  
Fax # \_\_\_\_\_  
E-Mail Address jclark@hempsteadschools.org

---

Company Hempstead Hispanic Civic Associates  
Contact Person George Siberon  
Address 236 Main Street  
City Hempstead State/Province/Territory NY  
Country US  
Telephone (516) 292-0007  
Fax # \_\_\_\_\_  
E-Mail Address hhca\_gsiberon@optonline.net

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Company Economic Opportunity Commission of Nassau County, Inc.  
Contact Person Eric Poulson  
Address 134 Jackson Street  
City Hempstead State/Province/Territory NY  
Country US  
Telephone (516) 292-9710  
Fax # \_\_\_\_\_  
E-Mail Address epoulson@eoc-nassau.org

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I, Doron Spleen , 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, Doron Spleen , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Name of submitting business: Arthur Morrison Mentors Inc

Electronically signed and certified at the date and time indicated by:  
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Executive Director  
Title

02/19/2022 01:34:03 PM  
Date

**Doron Spleen**

77 Rhodes Avenue  
Hempstead, NY 11550  
(516) 286-9014

E-mail: [Doron.Spleen@gmail.com](mailto:Doron.Spleen@gmail.com)

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**EDUCATION****Rochester Institute of Technology**

Bachelor of Science in Information Technology, Graduated in May 2005  
Full Academic Scholarship  
Cumulative GPA: 3.2     Departmental GPA: 3.2

Rochester, NY

**Goldsmith University**

Bachelor of Science in Computer Science, Study Abroad Fall 2004

New Cross, London

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**COMPUTER SKILLS**

**Operating Systems:** Unix, Linux, Mac OS, and Windows 95/98/ME/NT/2000/XP

**Applications:** Visual Studio, Microsoft SharePoint, Moodle, MS Office, IMacros, MS Active Directory, Monarch, Crystal Reports, Oracle, Sybase, SQL Server 2000, Citrix, and Latitude

**Programming:** VB, SQL, .NET, Java, Perl, PHP, HTML, XML, CSS, PL/SQL, and T-SQL

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**WORK EXPERIENCE****Morrison Mentors, Inc. (MM)**

*Executive Director (1/12 - Present)* – Provide top-level leadership for the organization. Leadership roles include: designing, developing, and implementing strategic plans for the organization in a cost-effective and time-efficient manner. Additional duties include, but not limited to: overseeing day-to-day operations, balancing budgets, recognizing potential problems and opportunities, overseeing tutors, and business planning.

Hempstead, NY

**Jewish Child Care Association (JCCA)**

*Part-Time Foster Care Tutor (10/08 – 10/12)* – Provide home tutoring for “at risk” students in Queens and Long Island.

Bronx, NY

**Health Care Compliance Strategies**

*Application Developer/Reporting and Automation Specialist (5/08 - Present)* Responsible for updating and maintaining compliance training databases, creating automated reports, and analyzing and implementing company-wide technologies. I also work closely with the CEO, attorney, and office administrator to develop and enhance a customized commission tracking application that accurately compensates our sales team. Additional duties include providing technical training classes to offsite administrators and staff, facilitating client implementation, and managing the redesign and maintenance of our company’s website.

Jericho, NY

**Franklin Career Institute**

*Part-Time Technical Teacher (2/08 - 4/08)* Taught introductory computer courses to adults entering the medical profession. Courses included *Microsoft Excel*, *Microsoft Word*, and *Exploring the Internet*. Daily duties included preparing lesson plans, facilitating exams, and setting up tutoring sessions.

Hempstead, NY

**The New York Times**

*Database Administrator/IT Programmer (6/06 - 4/08)* Worked closely with the Executive Director and department managers to proactively create and automate reports for day-to-day analysis for all New York Times business units. Daily duties included parsing text files into comprehensive reports, importing and exporting data into databases, creative querying writing, and reporting analysis. Also responsible for supporting and troubleshooting desktop machines, installing service packs and hot fixes, and training managers and co-employees.

Lake Success, NY

**Premier Home Health Care**

*IT Programmer/Helpdesk Support (11/05 - 6/06)* Assisted Chief Information Officer to support and maintain company’s technology infrastructure. Daily duties included data entry and query writing to support management specific projects. Additional duties consisted of documenting IT procedures and policies, resolving technical issues with outside vendors, installing and repairing workstations, and providing technical support to over 300 users in New York, New Jersey, Ohio, Connecticut, and Massachusetts.

White Plains, NY

**Goldman Sachs**

*Application Developer (Summer 2004)* Assisted in the major migration from the current Account Maintenance System /Account Maintenance Reporting (AMS/AMR) sub-ledger to a Java driven Client Service Workstation (CSW) sub-ledger. This CSW system was chosen because it was faster, cheaper, and easier for the company to maintain. Department duties included writing complex Java classes, database querying, system testing, writing Perl scripts, and Solaris to Linux system migrations.

Jersey City, NJ

**Goldman Sachs****New York, NY**

*Application Developer* (Summer 2003) Created a management reporting website for IT and business managers. This website was used to view transaction volume statistics from our transaction processing system for capacity planning. Other duties included writing Perl scripts for business managers.

**Nassau County Department of Housing & Intergovernmental Affairs****Mineola, NY**

*Director's Assistant* (Summer 2002) Assisted in the planning, administrating, and overseeing of millions of dollars in annual grants from the U.S. Department of Housing and Urban Development (HUD). Department duties included processing community and housing rehabilitation grants for low and moderate-income communities.

**JP Morgan Chase****Garden City, NY**

*Helpdesk Support* (Summer 2001) Provided technical support for the Technology Department. Configured computers appropriate for each department during JP Morgan Chase's major technology renovation.

**New York JETS****Hempstead, NY**

*Equipment and Player Assistant* (Summer 2000) Assisted in the management of locker room, equipment room, and training facilities.

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**MEMBERSHIPS & COMMUNITY SERVICE**

Hempstead Police Activity League Basketball Head Coach (8, 9, & 10 year olds)

Jewish Child Care Association (JCCA) Tutor

Varsity Basketball Co-Captain (Goldsmith University, UK)

National Society of Black Engineers (NSBE)

Collegiate Entrepreneur's Society of R.I.T. (CESR)

Black Awareness Coordinating Committee (BACC)

Clothing Drive Director for the New York JETS

Afro-Caribbean Society (Goldsmith University, UK)

Habitat for Humanity

Caribbean Student Association (CSA)

New York City Marathon Volunteer

Child Care Provider Assistant and High School Tutor

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**AWARDS**

Goldman Sachs Scholar, 2001

NACME/Vanguard Scholar, 2001

Bausch & Lomb Honorary Science Award Recipient, 2000

New York State Public School Athlete Association Scholar/Athlete Award, 2002

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# Conflict of Interest and Compensation Policy of Arthur Morrison Mentors Inc ("the Corporation")

Adopted by the Board of Directors on September 2<sup>nd</sup>, 2021

## I. Overview

### 1. Purpose

The purpose of this Conflict of Interest and Compensation Policy (the "policy") is to protect the Corporation's interests when it is considering taking an action or entering into a transaction that might benefit the private interests of a director, officer or **key person**<sup>1</sup>, result in the payment of excessive compensation to a director, officer or key person; or otherwise violate state and federal laws governing conflicts of interest applicable to nonprofit, charitable organizations.

### 2. Why is a policy necessary?

As a nonprofit, charitable organization, the Corporation is accountable to both government agencies and members of the public for responsible and proper use of its resources. Directors, officers and employees have a duty to act in the Corporation's best interests and may not use their positions for their own financial or personal benefit.

Conflicts of interest must be taken very seriously since they can damage the Corporation's reputation and expose both the Corporation and affiliated individuals to legal liability if not handled appropriately. Even the appearance of a conflict of interest should be avoided, as it could undermine public support for the Corporation.

### 3. To whom does the policy apply?

This policy applies to all directors, officers and key persons ("you")<sup>2</sup>.

## II. Identifying Conflicts of Interest

### 1. What is a conflict of interest?

A potential conflict of interest arises when a director, officer or key person, or that person's **relative**<sup>3</sup> or business (a) stands to gain a financial benefit from an action the Corporation takes or a transaction into which the Corporation enters; or (b) has another interest that impairs, or could be seen to impair, the independence or objectivity of the director, officer or key person in discharging their duties to the Corporation.

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<sup>1</sup> **Key person** means a person, other than a director or officer, whether or not an employee of the Corporation, who:

- a) has responsibilities, or exercises powers or influence over the Corporation as a whole similar to the responsibilities, powers, or influence of directors and officers;
- b) manages the Corporation, or a segment of the Corporation that represents a substantial portion of the activities, assets, income, or expenses of the Corporation; or
- c) alone or with others controls or determines a substantial portion of the Corporation's capital expenditures or operating budget.

<sup>2</sup> Organizations may choose to make the policy applicable to all of their employees, not just key persons.

<sup>3</sup> **Relative** means a person's spouse or domestic partner, ancestors, brothers and sisters (whether whole or half-blood), children (whether natural or adopted), grandchildren, great-grandchildren, and spouses or domestic partners of brothers, sisters, children, grandchildren and great-grandchildren.

## 2. **What are some examples of potential conflicts of interest?**

It is impossible to list all the possible circumstances that could present conflicts of interest. Potential conflicts of interest include situations in which a director, officer or key person or that person's relative or business:

- has an ownership or investment interest in any third party that the Corporation deals with or is considering dealing with;
  - serves on the board of, participates in the management of, or is otherwise employed by or volunteers with any third party that the Corporation deals with or is considering dealing with;
  - receives or may receive compensation or other benefits in connection with a transaction into which the Corporation enters;
  - receives or may receive personal gifts or loans from third parties dealing with the Corporation;
  - serves on the board of directors of another nonprofit organization that is competing with the Corporation for a grant or contract;
  - has a close personal or business relationship with a participant in a transaction being considered by the Corporation;
  - would like to pursue a transaction being considered by the Corporation for their personal benefit.
3. In situations where you are uncertain, err on the side of caution and disclose the potential conflict as set forth in Section III of this policy.
4. **A potential conflict is not necessarily a conflict of interest.** A person has a conflict of interest only if the audit committee decides, pursuant to Section IV of this policy, that a conflict of interest exists.<sup>4</sup>

### III. **Disclosing Potential Conflicts of Interest**

1. You must disclose to the best of your knowledge all potential conflicts of interest as soon as you become aware of them and always before any actions involving the potential conflict are taken. Submit a signed, written statement disclosing all the material facts to the audit committee.
2. You must file an annual disclosure statement in the form attached to this policy. **If you are a director**, you must also file this statement prior to your initial election. Submit the form to the chair of the audit committee.

### IV. **Determining Whether a Conflict of Interest Exists**<sup>5</sup>

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<sup>4</sup> Alternatively, the policy could provide for disclosure (1) to the board of directors, in which case, the board would decide both whether there is a conflict and how to handle the conflict; or (2) to a different board committee.

<sup>5</sup> Alternatively, the policy could provide for disclosure (1) to the board of directors, in which case, the board would decide both whether there is a conflict and how to handle the conflict; or (2) to a different board committee.

1. After there has been disclosure of a potential conflict and after gathering any relevant information from the concerned director, officer or key person, the audit committee shall determine whether there is a conflict of interest. The director, officer or key person shall not be present for deliberation or vote on the matter and must not attempt to influence improperly the determination of whether a conflict of interest exists.
2. In determining whether a conflict of interest exists, the audit committee shall consider whether the potential conflict of interest would cause a transaction entered into by the Corporation to raise questions of bias, inappropriate use of the Corporation's assets, or any other impropriety.
3. A conflict always exists in the case of a **related party transaction** – a transaction, agreement or other arrangement in which a **related party**<sup>6</sup> has a financial interest and in which the Corporation or any affiliate of the Corporation is a participant.<sup>7</sup>
4. If the audit committee determines that there is a conflict of interest, it shall refer the matter to the board of directors ("board").

## V. Procedures for Addressing a Conflict of Interest

1. When a matter involving a conflict of interest comes before the board, the board may seek information from the director, officer or key person with the conflict prior to beginning deliberation and reaching a decision on the matter. However, a conflicted person shall not be present during the discussion or vote on the matter and must not attempt to influence improperly the deliberation or vote.
2. **Additional Procedures for Addressing Related Party Transactions**
  - a. The Corporation may not enter into a related party transaction unless, after good faith disclosure of the material facts by the director, officer or key person, the board or a committee authorized by the board determines that the transaction is fair, reasonable and in the Corporation's best interest at the time of such determination.
  - b. If the related party has a substantial financial interest, the board or authorized committee shall:

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<sup>6</sup> A **related party** is:

1. a director, officer or key person of the Corporation or any affiliate of the Corporation, or
2. a relative of any individual described in (1), or
3. an entity in which any individual described in (1) or (2) has an ownership or beneficial interest of 35% or more, or in the case of a partnership or professional Corporation, a direct or indirect ownership interest in excess of 5%.

<sup>7</sup> A transaction is not a related party transaction if:

1. the transaction, or the related party's financial interest in the transaction, is *de minimis*;
2. the transaction would not customarily be reviewed by the board or the boards of similar organizations in the ordinary course of business and is available to others on the same or similar terms;
3. the transaction constitutes a benefit provided to a related party solely as a member of a class of the beneficiaries that the Corporation intends to benefit as part of the accomplishment of its mission (and that benefit is available to all similarly situated members of the same class on the same terms).

- i. prior to entering into the transaction, consider alternative transactions to the extent available;
- ii. approve the transaction by a vote of not less than a majority of the directors present at the meeting; and
- iii. contemporaneously document in writing the basis for its approval, including its consideration of any alternative transactions.

**VI. Minutes and Documentation**

The minutes of any board meeting at which a matter involving a conflict of interest or potential conflict of interest was discussed or voted upon shall include:

- a. the name of the interested party and the nature of the interest;
- b. the decision as to whether the interest presented a conflict of interest;
- c. any alternatives to a proposed contract or transaction considered by the board; and
- d. if the transaction was approved, the basis for the approval.

**VII. Prohibited Acts**

The Corporation shall not make a loan to any director or officer.

**VIII. Procedures for Determining Compensation**

1. No person shall be present for or participate in board or committee discussion or vote pertaining to:

- a. their own compensation;
- b. the compensation of their relative;
- c. the compensation of any person who is in a position to direct or control them in an employment relationship;
- d. the compensation of any person who is in a position to directly affect their financial interests; or
- e. any other compensation decision from which the person stands to benefit.

2. In the case of compensation of Key Persons, the following additional procedures apply:

- a. The board or a committee authorized by the board shall approve compensation before it is paid.
- b. The board or authorized committee shall base approval of compensation on appropriate data, including compensation paid by comparable organizations (three are sufficient if the Corporation's income is less than \$1,000,000) for functionally similar positions, availability of

similar services in the geographic area of the Corporation, and compensation surveys compiled by independent firms.

c. The board or authorized committee shall contemporaneously document:

- i. the terms of compensation and date of determination;
- ii. the members of the board or committee who were present and those who voted for it;
- iii. the comparability data relied on and how it was obtained;
- iv. if the compensation is higher or lower than the range of comparable data, the basis for the determination, and;
- v. any actions with respect to consideration of the compensation by anyone on the board or committee who had a conflict of interest with respect to the matter.

Arthur Morrison Mentors Inc  
**Conflict of Interest Disclosure Statement**

By signing below, I affirm that:

1. I have received and read a copy of the Conflict of Interest and Compensation Policy;
2. I agree to comply with the policy;
3. I have no actual or potential conflicts as defined by the policy or if I have, I have previously disclosed them as required by the policy or am disclosing them below.

Disclose here, to the best of your knowledge:

1. any entity in which you participate (as a director, officer, employee, owner, or member) with which the Corporation has a relationship;
2. any transaction in which the Corporation is a participant as to which you might have a conflicting interest; and
3. any other situation which may pose a conflict of interest.

Name:

Position:

Signature:

Date:



**Board of Directors**

- Brandon Ray (Chairman) - Program Manager at Amazon
- Olivia Worley - Manager of Business Strategy and Project at Luxottica USA
- Dominique Miller (Secretary) - Psychiatric Social Worker at Visiting Nurse Services of NY

**Officers**

- Doron Spleen – Executive Director of Arthur Morrison Mentors, Inc.;

COUNTY OF NASSAU

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

1. Name of the Entity: Arthur Morrison Mentors Inc

Address: 103 Vermont Ave

City: Hempstead State/Province/Territory: NM Zip/Postal Code: 11550

Country: US

2. Entity's Vendor Identification Number: 454581763

3. Type of Business: Ltd. Liability Co (specify) \_\_\_\_\_

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

1 File(s) uploaded Board of Directors\_2021.docx.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. I am the sole owner and shareholder of the business.

*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:  
Doron Spleen [DSPLEEN@MMENTORS.ORG]

Dated: 02/19/2022 01:36:33 PM

Title: Executive Director

**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.



### **Board of Directors**

- Olivia Worley (Chairman) - Manager of Business Strategy and Project at Luxottica USA  
12 Long Beach Avenue, Roosevelt, NY 11575
- Keishan Rowe (Treasurer) - Accountant at Mitchell & Titus, LLP.  
19 Attorney St, Hempstead, NY 11550
- Jeffrey Forbes (Secretary) - Financial Advisor at J.P. Turner & Co.; Urban League Young Professionals  
216-07 130th Ave, Springfield Gardens, NY 11413

*We intend on increasing the size of our board by the Fall of 2021. This is a priority item.*

### **Officers**

- Doron Spleen – Executive Director of Arthur Morrison Mentors, Inc. (2014);  
103 Vermont Avenue, Hempstead, NY 11550

THIS AGREEMENT, dated as of January 1, 2022 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Nassau County Department of Human Services, Office of Youth Services having its principal office at 60 Charles Lindbergh Boulevard, Suite 220, Uniondale, New York 11553-3691 (the "Office" or "Department"), and (ii) Arthur Morrison Mentors, Inc., a New York State not-for-profit corporation, having its principal office at 103 Vermont Avenue, Hempstead, New York 11050 (the "Contractor").

WITNESSETH:

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

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

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

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

1. Term. This Agreement shall commence on January 1, 2022 and terminate on December 31, 2024, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.

Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of a comprehensive program entitled Morrison Mentors' Out-of-School STEAM Initiative. ("Program"). This Program will consist of two main parts, (1) Saturday STEAM Enrichment classes at our location and (2) Mobile STEAM workshops that will take place at the partnering agency of Nassau County Youth Board. The Program which is more fully described in Appendix A attached hereto and incorporated herein by reference shall be subject to the direction, approval and control of the Office.

2. Payment.

- a. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement for the first Agreement Year (the "First Agreement Year Maximum Amount") shall not exceed Seventy Five Thousand and 00/100 Dollars (\$75,000.00), payable as follows:
  - (i) one third ( $\frac{1}{3}$ ) of the First Agreement Year Maximum Amount shall be paid in advance upon the final execution of this Agreement; and
  - (ii) Starting with claims submitted for Services performed in April and continuing until September, the total advance will be deducted in equal installments from the monthly claims submitted. If claims for any of the six (6) months are less than the monthly amount being deducted, the Contractor shall submit with its claim a check payable to the County for the difference.

- (iii) Subsequent payments shall be on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto.
  
- b. Funding for Additional Agreement Years. Funding for additional Agreement Years is contingent on availability of funds for this purpose and shall not exceed a maximum amount of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) per additional Agreement Year, so that together with the First Agreement Year Maximum Amount, shall not exceed Two Hundred Twenty Five Thousand and 00/100 Dollars (\$225,000.00) (the "Total Authorized Maximum Amount") as full consideration for the Contractor's Services provided under this Agreement. If funds are made available by the County Executive for additional Agreement Years, and the County Legislature makes a budgetary appropriation for this purpose, the Department may allocate a portion of the funds for that particular Agreement Year. Such allocation of funding for additional Agreement Years shall be accomplished by written notification from the Department to the Contractor, and subsequent processing of a contract advisement to add the additional Agreement Year funds. The Department shall notify the Contractor by letter of the availability of funds for additional Agreement Year(s), including the amount of available funds to advance the Contractor. The availability of additional Agreement Year funds shall be subject to necessary County approvals for the budgetary appropriation for this purpose and the encumbrance of funds. Payment to the Contractor of any such funds shall be made in accordance with the terms of this Agreement, including but not limited to all reconciliation and voucher requirements and additional funding provisions as well as the approved budget for the Agreement Year and the funding available is within the Total Authorized Maximum Amount. In the event that funds are not approved by the County Executive for any given Agreement Year, the County is under no obligation to provide funds for the Agreement for the given period, and the Contractor has no claim under the Agreement for funds that have not been duly authorized by the County.
  
- c. Partial Encumbrance. Each partial encumbrance is subject to all requisite County and other governmental approvals and the availability of funds. The Contractor shall be notified when each encumbrance is available. The Total Authorized Maximum Amount is to be encumbered as follows:
  - i. initial encumbrance shall be Seventy Five Thousand and 00/100 dollars (\$75,000.00);
  
- d. Vouchers; Voucher Review, Approval and Audit. All payments shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (d) if requested by the Office and/or the County Comptroller or his/her duly designated representative (the "Comptroller") is accompanied by specific documentation supporting the amount claimed, including, but not limited to, a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.
  
- e. Timing of Payment Claims. The Contractor shall submit claims, accompanied by invoices, no later than thirty (30) days from the last day of the prior month, and not more frequently than once a month.
  
- f. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed, or to be performed, under other agreements between the Contractor and any funding source, including the County.

- g. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following termination of this Agreement shall not exceed payment made as consideration for services that were (i) performed prior to termination, (ii) authorized to be performed by this Agreement, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- h. Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event the County loses funding, including reimbursement, from the State government or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- i. Budget. The amount to be paid to the Contractor for the Services shall be in accordance with the line-item annual budgets (the "Budgets") attached to this Agreement. The Contractor shall not use contract funds to pay the direct salary of the Executive Director at a rate in excess of the 10% salary rate limitation proscribed by the department. The Office is not required to reimburse the Contractor for costs incurred in excess of the salary limitation. Budget modifications shall not be used by the contractor during the contract year to transfer amounts to the salary budget line that would result in salary being paid in excess of the 10% limitation. Notwithstanding the foregoing and in accordance with State rules and regulations:
- i. the Contractor may make adjustments of not more than ten percent (10%) to any line item, except as noted in subsection 3(i)(iii) below, in the Budget provided that the maximum amount authorized for that particular Agreement Year is not increased as a result of any change or combination thereof;
  - ii. the Contractor may, with prior written approval of the Department/Office Head, adjust the amount of any line item in the Budget above ten percent (10%), except as noted in subsection 3(i)(iii) below, and provided that the maximum amount authorized for that particular Agreement Year is not increased as a result of any change or combination thereof;
  - iii. the Contractor may not make a downward adjustment to any line-item in the Budget related to technical and capacity building unless the Contractor provides documentation acceptable to the Department evidencing that technical and capacity building can be achieved with reduced or no funding under this Agreement. Such downward adjustment is subject to prior written approval by the Department/Office Head;
  - iv. the Department Head may, in its sole discretion, extend the period of time for the Contractor to utilize remaining funding at the end of any Agreement Year up to three (3) months. Any extension permitted by the Department Head shall be under the same terms and conditions of this Agreement. Any extension of this Agreement pursuant to this Section shall not include payments to the Contractor that will, together with other payments made to the Contractor, pursuant to this Agreement, exceed the maximum amount authorized for that particular Agreement Year.
  - v. Failure to Use Encumbered Funds: Contractor must provide the Department with written notice of any funds expected to not be utilized in any Agreement Year by September 30 of each Agreement Year. Failure to utilize Agreement funds and to provide notification as outlined herein may result in a reduction of any amounts authorized for subsequent Agreement Years.

- j. Short Agreement Year. Each Agreement Year maximum amount and, if applicable, the Budgets, are based upon a full three hundred sixty five (365) day calendar year. The maximum amount and amount payable with respect to any Budgets shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
  - k. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: (i) the funds herein provided shall be used only and solely for the purpose(s) herein set forth, and any contrary use of the funds shall be cause for the termination of this Agreement at the County's option; and (ii) any anticipated increase in staff costs cannot result in or cause a reduction in Services unless first approved by the County.
3. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contract of the Contractor (a "Contractor Agent") be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" mean any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
4. 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.
5. Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, Titles II and III of the Americans with Disabilities Act (ADA) and The New York State Human Rights Law, but not limited to those relating to conflicts of interest, discrimination, living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable order, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
  - b. Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
    - i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
    - ii. Failure to comply with the Living Wage Law, as amended, 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 (30) days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- iii. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of the request prior to disclosure of the Information, so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor's Agency, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164). The provisions of this subsection shall survive termination of this Agreement.
- 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.
- g. 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.
- h. The provisions of this subsection shall not prohibit the disclosure of information to appropriate state or local officials in connection with a report of child abuse, neglect or maltreatment and any investigation conducted pursuant to such report. The provisions of this subsection "Protection of Client Information" shall survive the termination of this Agreement.
6. Minimum Service Standards. Regardless of whether or required by Law:
- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to engender or harm any Person or property.
  - b. The Contractor shall deliver Services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintain, and cause all Contract Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement. In furtherance of the foregoing, the Contractor shall comply with all requirements set forth in Attachment "B" incorporated herein by reference and attached hereto.
  - c. The Contractor shall establish written methods for performance and achieving deliverables under this Agreement and provide a copy to the Department as part of Appendix A and upon request. These methods must identify indicators of success that provides a framework for assessing its effectiveness over the term of this Agreement. The Contractor must also review, analyze, document and report differences between planned versus actual performance as part of their written methods.
  - d. The Contractor shall collect and report data regarding the clients served under this Agreement to the Department on a quarterly basis and upon request by the Department. Such data shall contain client-specific information set forth by the Department and shall include, without limitation, demographic data, the kind of services provided, and the duration and outcome of those services.

- e. The Contractor shall provide outcome reports to the Department on a quarterly basis and upon request by the Department, detailing both quantitative and qualitative assessment of activities/processes and short-term outcomes. Reports must also include long term impacts or cumulative impact on youth development in the target demographic or impact on the target issue the program is designed to address.
- f. The Contractor will attempt to provide Services to low income minority individuals in at least the same proportion as the population of these individuals bears to the population of other individuals in the area served by the Contractor.
- g. The Contractor shall employ adequate numbers of qualified staff to assure satisfactory conduct of the project. Further, project staff shall be, to the extent feasible, minority individuals in number in proportion to minority project participants.
- h. The Contractor shall electronically record, all required information for each individual seeking Services from the Contractor, in accordance with the requirements set forth by the Nassau County Department of Human Services, Office for Youth Services. All new cases shall be electronically entered during the month in which the individual accesses Services from the Contractor. Failure to comply with this section for any three (3) months during a six (6) month period may result in forfeiture of reimbursement. Failure to comply with this section for any four (4) months during a calendar year may result in termination of the contract and/or refusal to renew the contract or award a contract the following year.
- i. The Contractor shall maximize its contract performance through ongoing technical growth and capacity building in areas such as fiscal soundness, fundraising and fund diversification as well as board development.
- j. The County is authorized under this Agreement to conduct contract administration and oversight of the Contractor's compliance with the terms of this Agreement, including the Minimum Services Standards described in this Section. Such administration and oversight may include, but is not limited to, field inspections, assessment of program fidelity and implementation, as well as Contractor governance and operation.
- k. Any County owned premises that is provided to the Contractor to use for purposes of delivering Services under this Agreement shall be used solely for the purposes of this Agreement. No personal use shall be allowed, made or permitted to be made on said premises by the Contractor or a Contractor Agent. The Contractor shall provide written notice to all Contractor Agents, including its board members, located on County premises of this requirement and have them acknowledge this requirement in writing.

7. Indemnification; Defense; Cooperation.

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

- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further, to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c. The Contractor shall, and shall cause Contractor Agent(s) to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agency in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

8. Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operation under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) for each accident or occurrence, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c. Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Office. Not less than thirty (30) days prior to any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Office of the same and deliver to the Office renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a

material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

10. Termination.

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of Federal or State funding for the Services to be provided under this Agreement; and (iv) the failure to electronically report in accordance with Section 7(h).

- 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 Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance upon Termination. In connection with the termination of impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, assist the County in transitioning the Contractor's responsibilities, and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

11. Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting

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

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

#### 12. Inventory.

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

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 Office and the (ii) County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
  - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of the (a) final payment under or termination of this Agreement, and (b) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance with this Agreement, regardless of whether the Contractor is using Contractor Agent(s) to perform some or all of the work contemplated by this Agreement, and regardless of whether the County approved the use of such Contractor Agent(s).
15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
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 national recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to the courier service, as applicable, and (d) (i) if to the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
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 provisions shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
  - b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
  - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
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 both parties regarding the subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.
20. Prohibited Hirings. The Contractor agrees that no current officers, directors, or incorporators of the Contractor shall be hired or retained by the Contractor to fill any staff position or perform any service required under the Agreement and that parents, spouses, siblings, and children of current officers, directors, or incorporators will not be employees paid from these funds without prior written approval of the Office.
21. Executory Clause. Notwithstanding any other provision of this Agreement:
- a. Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
  - b. Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the New York State and/or Federal governments, then beyond funds available to the County from the New York 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.

ARTHUR MORRISON MENTORS INC

By:  \_\_\_\_\_  
Name: DORON SPLEEN  
Title: EXECUTIVE DIRECTOR  
Date: 1/13/2022

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK



## APPENDIX A

CONTRACTING AGENCY: Arthur Morrison Mentors, Inc.

AUTHORIZED AGENCY PERSON: Doron Spleen

ADDRESS: 103 Vermont Avenue. Hempstead, New York 11050

TERM OF CONTRACT: 01/01/22 – 12/31/24

CONTRACT AMOUNT: \$75,000

**Objective:** Provide Saturday S.T.E.A.M. – Science, Technology, Engineering, Arts and Math – classes and workshops for school-age students throughout the 2022 calendar year. Additionally, we will provide S.T.E.A.M. workshops at three partnering agencies of the Nassau County Youth Board.

**Activity:** Students will participate in a variety of project-based activities that purposely demystifies and further encourages the exploration of potential careers in S.T.E.A.M.! Our classes and workshops are strategically designed to give students an engaging, supportive, and fun experience in S.T.E.A.M. Classes/Workshops will include, but not limited to:

- Hardware Repair
- Coding (Python, Java, .NET, etc.)
- 3D Printing
- Science & Robotics
- Audio/Video Editing
- Art Technology/Graphic Design
- Game Design/Virtual Reality
- Website Design

### **Performance Standards/Measures Instruction:**

To meet agreed upon performance standards, Morrison Mentors (MMentors) will use both qualitative and quantitative performance measures to determine programmatic success. Based on approved goals, objectives, indicators, and outcomes, we will monitor each workshop's progress by collecting attendee data (pre- and post-quizzes and surveys), and real-world results provided by willing attendees.

MMentors is diligent with continually monitoring the performance of our program participants. In the past 24 months, 89% of students in the MMentors after-school academic enrichment program achieved all benchmarks as well as met the perfect attendance criteria. MMentors has an 82% return rate of students seeking academic support. This outstanding success rate has led to students, parents, and teachers asking MMentors to increase and expand our S.T.E.A.M. Academy programs into more school districts in Nassau County.

### **Technical and Capacity Building Instruction:**

Use of contract funds:

The Contractor of funds exceeding \$50,000 shall utilize a percentage of the contract amount to comply with the technical and capacity building requirement. Contractor shall utilize funds of not less than \$1,000 and not greater than \$2,000 of the total amount of the Contract.

Contractor of funds totaling less than \$50,000 shall receive an additional \$1,000 for the strict purpose of complying with the Technical and Capacity Building Requirement.

Attachment B

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans,  
and Cooperative Agreements

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

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

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

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

Arthur Morrison Mentors, Inc  
Organization

New York  
State

  
Authorized Signature

Executive Director  
Title

1/10/2022  
Date

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Doron Spleen (Name)

103 Vermont Avenue, Hempstead, N.Y. 11550 (Address)

516-286-9014 (Telephone Number)

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

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

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

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

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

1/11/2022  
Dated

  
Signature of Chief Executive Officer

DORON SPLEEN  
Name of Chief Executive Officer

Sworn to before me this

11<sup>th</sup> day of January, 2022

  
Notary Public

DAPHNE C. ROPER  
Notary Public, State of New York  
No. 01RO6149779

Qualified in Nassau County  
Commission Expires 7/17/2022

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

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Office Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of Twenty Five Thousand and 00/100 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 and 00/100 Dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best

Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



**Nassau County Human Services  
Universal Budget Form**



**Face Sheet**

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

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

**Contractor Name:** Morrison Mentors  
**Program Name:** STEAM Enrichment Classes

**[To Start Working on Your Budget Click Here](#)**

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

**Contract #** CQHS22000017

**Contract Period Start: (MM/DD/YY)** 01/01/22

**End: (MM/DD/YY)** 12/31/22

**Enter Whole # Only**

**State Reimbursement %**

**Federal Reimbursement %**

**HS Only:** [Click Here To See The Fiscal Summary](#)

**[To Start Working on Your Budget Click Here](#)**



# Nassau County Human Services Universal Budget Form

Return to Face Sheet

Contract # CQHS22000017

Contract Name: Morrison Mentors

Program Name: STEAM Enrichment Classes

Select Line To  
Work On Here

↓

### Budget Summary

	Line #	Expense type	Total \$
	1a	Salary	\$32,000
<u>Work on Salary and Fringe</u>	1b	Fringe	\$2,560
	1 Total	Personnel (Salary plus Fringe)	\$34,560
<u>Work on Line 2</u>	2	Consultant(s)	\$5,850
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$1,200
<u>Work on Line 4</u>	4	Equipment	\$3,000
<u>Work on Line 5</u>	5	Supplies	\$2,740
<u>Work on Line 6</u>	6	Contractual Services	\$1,500
<u>Work on Line 7</u>	7a	Rent	\$15,000
	7b	Utilities	\$7,500
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$3,650
<u>Work on Line 10</u>	10	Administrative Overhead	\$0
		Gross Expenditures (Lines 1 – 10)	\$75,000
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$75,000
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$75,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval \_\_\_\_\_

Fiscal Approval \_\_\_\_\_

Program Head Approval \_\_\_\_\_

*[Handwritten Signatures]*









**Universal Budget Form  
Nassau County Human Services**

**Line 4 - Equipment**

[Return to Summary Page](#)

Costs of all nonexpendable, tangible personal property.

Expense type:	Explanation - Description of Expense	Total \$
<b>Equipment Rental</b>		
STEAM Kits	Covers the purchase of STEAM kits for workshops.	\$3,000

Note(s): [Return to Summary Page](#)

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

Expense type:	Explanation - Description of Expense	Total \$
<b>Equipment Purchase</b>		

Note(s): [Return to Summary Page](#)

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

<b>Line 4 Total</b>	n/a	<b>\$3,000</b>
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Note(s): [Return to Summary Page](#)

1. Total the cost of equipment purchases and rentals.

[Return to Summary Page](#)

















**Universal Budget Form  
Nassau County Human Services**

**Line 11 - Revenue**

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

[Return to Summary Page](#)

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

[Return to Summary Page](#)

**Note(s):**

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

[Return to Summary Page](#)





**Nassau County Human Services  
Universal Budget Form**

**Fiscal Summary**

[Return to Face Sheet](#)

**Contract #** CQHS22000017  
**Contract Period Start:** 01/01/22  
**End:** 12/31/22  
**Contractor Name:** Morrison Mentors  
**Program Name:** STEAM Enrichment Classes

Expense type	Total \$
Personnel (Salary plus Fringe)	\$34,560
OTPS	\$31,440
Administrative Overhead	\$1,500
Gross Expenditures (Lines 1 – 10)	\$67,500
Revenue, Income, Agency Contribution, Matches	\$0
Net Budget Total (Lines 1 – 10 minus line 11)	\$75,000
Agency Contribution	\$0
Net Contract Total (Net Budget Total minus Agency Contribution)	\$75,000

[Return to Face Sheet](#)

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

[Return to Face Sheet](#)

*COUNTY OF NASSAU*

*INTER-DEPARTMENTAL MEMO*

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

**FROM:** Seema Zaki  
Fiscal Director  
Department of Human Services

**DATE:** February 4, 2022

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

.....

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

Arthur Morrison Mentors, Inc.



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Seema Zaki  
Fiscal Director  
Department of Human Services

SZ:ar  
Atts.

BRUCE A. BLAKEMAN  
COUNTY EXECUTIVE



JILL NEVIN  
ACTING COMMISSIONER

COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES

60 Charles Lindbergh Boulevard Uniondale, New York 11553-3687  
Phone: (516) 227-8930 Fax: (516) 227-8971

**TO:** Robert Cleary  
**FROM:** Seema Zaki  
**SUBJECT:** Delay Memo for Arthur Morrison Mentors  
**DATE:** 02/04/22

This is the first year that this Agency has entered into a contact with Nassau County and was experiencing difficulties navigating the documents in the Vendor Portal. The Agency did not submit their Business History and Vendor Disclosure forms to the Portal till 02/03/22. Compilation of contract documents from the Vendor Portal was done after that. Review and signature of the required contract documents-Budget, Comptroller's forms were completed on 02/08/22.

The Contract was submitted into the ECRS only when the Contract documents were complete.





THE HARTFORD  
BUSINESS SERVICE CENTER  
3600 WISEMAN BLVD  
SAN ANTONIO TX 78251

August 16, 2021

Nassau County Office of Youth Services  
60 CHARLES LINDBERGH BLVD  
UNIONDALE NY 11553-3653

**Account Information:**

<b>Policy Holder Details :</b>	Morrison Mentors INC
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**Contact Us**

Business Service Center

**Business Hours:** Monday - Friday  
(7AM - 7PM Central Standard Time)

**Phone:** (877) 287-1312

**Fax:** (888) 443-6112

**Email:** [agency.services@thehartford.com](mailto:agency.services@thehartford.com)

**Website:** <https://business.thehartford.com>

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



**Workers'  
Compensation  
Board**

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

<p>1a. Legal Name and address of Insured (use street address only)</p> <p>MORRISON MENTORS INC 103 VERMONT AVE HEMPSTEAD NY 11550-3447</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (516) 286-9014</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 45-4581763</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Nassau County Office of Youth Services 60 CHARLES LINDBERGH BLVD UNIONDALE NY 11553-3653</p>	<p>3a. Name of Insurance Carrier Hartford Casualty Insurance Company 29424</p> <p>3b. Policy Number of Entity Listed in Box "1a": 76 WEG AD3T4X</p> <p>3c. Policy effective period: 05/17/2021 to 05/17/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

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

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

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

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

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

Approved by: Danielle Clausen  
(print name of authorized representative or licensed agent of insurance carrier)

Approved by: *Danielle Clausen* 08/16/2021  
(Signature) (Date)

Title: Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: (866) 467-8730

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

## Workers' Compensation Law

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

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

SHELTERPOINT LIFE INSURANCE COMPANY

MORRISON MENTORS INC.

STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD  
**NOTICE OF COMPLIANCE**

New York State Disability Benefits

**Disability Benefits For Employees**

1. If you are unable to work because of an illness or injury, not work-related, you may be entitled to receive weekly benefits from your employer, his or her insurance carrier, or from the Special Fund for Disability Benefits.
2. To claim benefits you must file a claim form within 30 days from the first date of your disability, but in no event more than 26 weeks from such date.
3. Complete claim form DB-450 (Notice and Proof of Claim for Disability Benefits)  
You may obtain the form from your employer, his or her insurance carrier, your health provider, any Unemployment Insurance Office, the Workers' Compensation Board's website ([www.wcb.ny.gov](http://www.wcb.ny.gov)) or any office of the Board.  
**IMPORTANT:** Before filing your claim, your health provider must complete the "Health Care Provider's Statement" on the form showing your period of disability.
  - If you are employed, or have been unemployed for four weeks or less when your disability begins, send the completed form to your employer or the insurance carrier named below.
  - If you have been unemployed more than four weeks when your disability begins, send the completed form to the Workers' Compensation Board, Disability Benefits Bureau, 328 State Street, Schenectady, New York 12305.
4. You are entitled to be treated by any physician, chiropractor, dentist, nurse-midwife, podiatrist or psychologist of your choice. However, unlike workers' compensation, your medical bills will not be paid unless your employer and/or union provide for the payment of such bills under a Disability Benefits Plan or Agreement.
5. If you are ill or injured during the time you are receiving Unemployment Insurance Benefits, file a claim for Disability Benefits as soon as you sustain the injury or illness, by following the instructions outlined above.
6. If you are out of work in excess of seven days, your employer is required to send you a Disability Benefits Statement of Rights (Form DB-271S).
7. You may not take disability benefits at the same time as paid family leave benefits. The total amount of disability and paid family leave in a 52 week period cannot exceed 26 weeks.
8. Other information about disability benefits may be obtained by writing or calling the Workers' Compensation Board.

SHELTERPOINT LIFE INSURANCE COMPANY  
1225 FRANKLIN AVENUE, STE 475  
GARDEN CITY, NY 11530

PHONE: 800-365-4999

Policy #: DBL548252

Effective From: 01/01/2022

To: 12/31/2022

Statutory  Under a Plan or Agreement

Class(es) of Employees Covered:

All Employees Eligible Under New York State Disability Benefits Law

NYS Workers' Compensation Board  
Customer Service: (877) 632-4996  
[www.wcb.ny.gov](http://www.wcb.ny.gov)

**PRESCRIBED BY THE CHAIR, WORKERS' COMPENSATION BOARD**  
**THIS NOTICE MUST BE POSTED CONSPICUOUSLY IN AND ABOUT THE EMPLOYER'S PLACE OR PLACES OF BUSINESS.**

Employers must post DB-120 so that all classes of their employees know who will pay their benefits.