

Contract ID#: CQSS15000001Department: Social Services

R 03

## Contract Details

SERVICE Child Support Program

NIFS ID #: CLSS15000068NIFS Entry Date: 11/10/15Term: from 01/01/15 to 12/31/15

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

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

## Agency Information

Vendor	
Name <u>EAC Inc. dba Education &amp; Assistance Corporation</u>	Vendor ID# <u>237175609</u>
Address <u>50 Clinton Street, Suite 107</u> <u>Hempstead, NY 11550</u>	Contact Person <u>Lance Elder</u> Email <u>lelder@eacinc.org</u> Phone <u>516 539-0150</u> Fax <u>516 539-0160</u>

County Department
Department Contact <u>Michael A. Kanowitz</u>
Address <u>60 Charles Lindbergh Blvd</u>
Phone <u>516 227-7452</u>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/4/15	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	11/18	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/1/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/2/15	<i>[Signature]</i>	
12/2/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/2/15	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	12/4/15	<i>[Signature]</i>	
	Rules <input checked="" type="checkbox"/> Leg. <input type="checkbox"/>				Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	12/4/15	<i>[Signature]</i>	



## Contract Summary

Description Education/ Employment Services

**Purpose:** We are mandated to provide these services. Education/Employment Program to provide alternative methods in obtaining child support from the self-employed and marginally employed population. (*Amendment to add an enhanced vocational service to the contract.*)

**Method of Procurement:** An RFP was issued – only EAC responded & EAC was awarded the contract. EAC has been providing these services for the past 20 years.

**Procurement History:** We have been using this vendor since 1996.

**Description of General Provisions:** EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

**Impact on Funding / Price Analysis:** Federal 100% State 0% County 0%

**Change in Contract from Prior Procurement:** No Change

**Recommendation:** (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE511
Transaction:	CQ


FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 0
Federal	\$ 16,667.00
State	\$ 0
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 16,667.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	DE511//SSGEN2800	\$ 16,667.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 16,667.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>12/20/15</u>
Date	Date	(For Office Use Only)
125408		E #:

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES AND EAC, INC.

WHEREAS, the County has negotiated a personal services agreement  
with EAC, Inc. to operate the Early Intervention Program and Project  
Support, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with EAC, Inc.

E - 250-15  
E-23-16

RULES RESOLUTION NO. 23-2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
DEPARTMENT OF SOCIAL SERVICES AND EAC, INC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 1-25-16  
VOTING:  
aye 4 nayes 0 abstained 3 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with EAC, Inc. to operate the Early Intervention Program and Project  
Support, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorize the County Executive to execute the said agreement  
with EAC, Inc.

RECEIVED  
NASSAU COUNTY  
CLERK OF THE LEGISLATURE  
2015 DEC 18 P 2:11

RULES RESOLUTION NO. – 2016

~~A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DISTRICT ATTORNEY'S  
OFFICE AND EAC, INC. DBA EDUCATION AND ASSISTANCE  
CORPORATION~~

WHEREAS, the County has negotiated an amendment to a personal services agreement with EAC, Inc. dba Education and Assistance Corporation to provide services as described in the original agreement and to provide Enhanced Vocational 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 authorize the County Executive to execute the said amendment to a personal services agreement with EAC, Inc. dba Education and Assistance Corporation.

FAML6455 V4.2  
LINK TO:

NIFS PRODUCTION SYSTEM  
CURRENT YR BUDGET & OBLIGATION SUMMARY

11/18/2015  
4:30 PM

BALANCE (Y,M,Q,A) : Y  
FISCAL MO/YEAR : 11 2015 NOV 2015  
INDEX :  
ORGANIZATION : SS SOCIAL SERVICES  
CHARAC / OBJECT : X  
FDTP FUND SFND : GF GEN GEN GENERAL FUND  
PROJECT PROJ DTL :  
GRANT GRANT DTL :  
UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALANCE
BB	EQUIPMENT	24,000	24,000	11,836	12,164
DD	GENERAL EX	768,150	768,150	631,731	136,420
DE	CONTRACTUA	7,944,143	7,944,143	4,955,127	2,989,016
HF	INTER-DEPA	18,057,551	18,057,551	3,479,121	14,578,430
SS	RECIPIENT	60,550,000	60,550,000	51,659,099	8,890,901
TT	PURCHASED	68,402,576	68,402,576	60,760,784	7,641,792
WW	EMERGENCY	52,755,000	52,755,000	33,946,396	18,808,604
F1-HELP	F2-SELECT		F4-PRIOR	F5-NEXT	
F7-PRIOR PG	F8-NEXT PG	F9-LINK			

G010 - PRIOR PAGE DISPLAYED

George Maragos  
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** EAC, Inc. d/b/a Education & Assistance Corporation (Child Support  
Program)

**CONTRACTOR ADDRESS** 50 Clinton Street, Suite 107, Hempstead, New York 10038

**FEDERAL TAX ID** 237175609

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date].  
Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ [newspaper advertisement,  
posting on website, mailing, etc.], \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were  
due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted  
of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were  
scored and ranked. As a result of the scoring and ranking (attached), 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 JUNE 4, 2015 [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 AN RFP WAS ISSUED.

\_\_\_\_\_ [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.

*In addition, if this is a contract with an individual or with an entity that has only one or two employees:*

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

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

\_\_\_\_\_  
Date

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

*Compt. form Pers. /Prof. Services Contracts: Rev. 02/04*



NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: EDUCATION ASSISTANCE CORPORATION

Service Provided: PROJECT SUPPORT

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: RHONDA ULLRICH

Date: October 8, 2015

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				✓	
b. Timeliness of Service				✓	✓
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests					✓
e. Number of Complaints				✓	✓
f. Problem Resolution				✓	✓
Overall Performance Evaluation				✓	

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

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COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: November 13, 2015

**Subject: Education & Assistance Corporation (EAC)**  
Project Support Services (Amendment to Add a Service) 2015

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated August 6, 2015, notifying him of the above fact. The letter was forwarded to the Nassau County Office of Labor Relations for appropriate handling.

It is requested that the County proceed with the contract processing.

Att.  
10099  
125478



EDWARD P. MANGANO  
COUNTY EXECUTIVE



JOHN E. IMHOF, PhD  
COMMISSIONER

NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

August 6, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501


Re. – Contract: EAC, Inc. d/b/a Education and Assistance Corporation  
Early Intervention Program and Project Support IV-D 2015

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering (entering, renewing, or **amending**) the contractual services with the above vendor to add services referred to as "Enhanced Vocational Services". A copy of the amendment is enclosed. A copy of the contract has been previously supplied.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact the Nassau County Office of Labor Relations (OLR).

Sincerely,

  
Michael A. Kanowitz  
Planning & Research

cc: Keith Cromwell  
Office of Labor Relations  
ENCLOSURE  
13792

124180

## AMENDMENT NO. I

This AMENDMENT, dated as of August 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) EAC, Inc. dba Education And Assistance Corporation, (Project Support,) a not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 107, Hempstead, New York 11550 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS15000001 between the County and the Contractor, executed on behalf of the County on June 4, 2015 (the "Original Agreement"), the Contractor provides child support services as part of the Early Intervention Program (EIP) and Project Support for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of the Original Agreement is from January 1, 2015 through December 31, 2015 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Agreement and amend the Services to provide for "Additional Services" concerning the Enhanced Vocational Services Program;

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

1. Term. Section 1. Term of the Original Agreement is hereby amended and shall read in its entirety as follows:

The term of this Agreement concerning the Early Intervention Program (EIP) and Project Support shall be from January 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided however, that the County shall have the option to renew this Agreement for four (4) additional one year periods under the same terms and conditions contained herein for a total of five (5) years.

The term of this Agreement concerning the Enhanced Vocational Services Program shall be from August 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the

option to renew the Agreement for three (3) additional one (1) year periods contingent upon the availability of Federal and State funding and approval.

2. Services. The Contractor shall continue to provide the Services as described in the Original Agreement, and commencing August 1, 2015 shall provide "Additional Services" concerning the Enhanced Vocational Services Program. Section 3 Services of the Original Agreement shall be modified to add Sections 3(b)vi. and 3(b)vi1. through Section 3(b)vi.11. Enhanced Vocational Services which shall read in its entirety as follows:

3(b)vi. Enhanced Vocational Services. Effective August 1, 2015 Contractor shall provide enhanced vocational services to Non-custodial parents who are unemployed or who are working less than 20 hours per week; who are recipients of public assistance or whose incomes do not exceed 200 percent of the federal poverty level; who have a child support order payable through the Nassau County Support Collection Unit; and who are referred by Nassau County Family Court. Contractor shall verify and document that program participants' income does not exceed 200 percent of the federal poverty level. TANF 200 percent certifications must be completed and records maintained in the manner prescribed in NYS Office of Temporary and Disability Assistance (OTDA) 00-LCM-20. Enhanced Vocational Services are designed to address underemployment and unemployment among Non-custodial parents, promote timely and consistent payment of child support, and improve the financial stability of custodial parents to support better outcomes for their children.

1. Enhanced vocational services shall consist of the payment of enrollment fees in a variety of certificate programs that will enable participants to gain marketable employment skills through the acquisition of certificates, trainings, and professional credentials.

2. Contractor will review each participant's educational and employment background to select those individuals with the highest probability of completing the certificate program and entering employment within a 12 month time frame.

3. Contractor will assist participants with obtaining certificates from the following programs offered by agencies including, but not necessarily limited to, Nassau BOCES; Nassau Community College; and Hofstra University, as well as online courses through University of Phoenix. These certifications include, but are not limited to Barbering; Commercial Driver's License (CDL); CPR; Electrical; Food Service; Forklift; Green Construction; Grounds Maintenance; Microsoft Excel; Microsoft Word; OSHA 10/500; Personal Trainer; Pet Grooming; Pharmacy Technician; Plumbing; Project Manager; and Security Services.

4. Contractor will coordinate with the local network of workforce development agencies and employers to connect participants with employment opportunities.

5. Contractor shall submit on a quarterly basis a report listing the number of NCPs served; date of referral; certificate program type and name; duration; date of program completion; and successful completion status; Support Due; Support Paid; Program referral; Follow Through; Counselor Meetings; Employment Referrals; and Jobs Obtained.

6. Services Location. Enhanced Vocational Services shall be provided at Contractor's principal place of business within Nassau County.

7. Contractor will pay approved participants for authorized transportation expenses when attending permitted employment-related activities.

8. Contractor will purchase incentives awards for distribution to participants achieving project goals at one, three and six month participation milestones.

9. Contractor shall conform to all laws, rules, and regulations pertaining to Temporary Assistance for Needy Families (TANF) non-assistance grants. The use of TANF funds to provide supportive services, including transportation services must be limited to meet a short-term, non-recurring episode of need that will not extend beyond 4 months, unless the individual is receiving Family Assistance or is employed and determined TANF eligible consistent with 00-LCM-20.

10. Confidentiality of Data. The Contractor acknowledges that confidential child support information may be disclosed in the scope of this initiative. The use and disclosure of this information is governed by social services law section 111-v and 18 NYCRR 347.19. The Contractor shall comply with the use and disclosure requirements of the statute and regulations regarding child support information. The Contractor shall not, except as needed in the normal course of business to fulfill their obligations under this agreement, directly or indirectly disclose or use or enable anyone else to disclose or use any child support information obtained from OTDA without the prior written approval of OTDA.

11. Applicable Laws. Contractor shall observe and abide by all applicable State and federal statutes and regulations regarding all aspects of this agreement including but not limited to use and/or disclosure of information.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Sixteen Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$16,667.00), so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Sixty-Six Thousand Six Hundred Sixty-Seven and 00/100 Dollars (\$166,667.00) (the "Amended Maximum Amount"). Section 4 Payment (a) Consideration of the Original Agreement is hereby amended to add provision for The Enhanced Vocational Services Program and shall read in its entirety as follows:

4. Payment (a) Consideration.

1. The maximum amount that the County shall pay the Contractor as full consideration for all the services provided under this Agreement concerning the Early Intervention Program (EIP) and Project Support (the "Maximum Amount") shall not exceed One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00) in accordance with the Line Item Budget attached hereto as Exhibit "A" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

2. The maximum amount that the County shall pay the Contractor as full consideration for all the services provided under this Agreement concerning the Enhanced Vocational Services Program (the "Maximum Amount") shall not exceed Sixteen Thousand Six Hundred Sixty-Seven Dollars and 00/100 (\$16,667.00) for the period commencing on August 1, 2015 through December 31, 2015 in accordance with the Enhanced Vocational Services Program Line-Item Budget attached as Exhibit "B" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

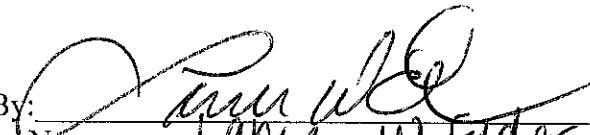
4. Budget. The line-item budget referred to in Section 4 (f) of the Original Agreement concerning the Early Intervention Program (EIP) and Project Support attached to the Original Agreement, is amended to add a separate line-item budget for the Enhanced Vocational Services Program to appear in their entirety as set forth in Exhibit "A" and Exhibit "B", respectively, attached hereto (such amended budget, the "Amended Budget"), which may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

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



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

EAC, INC. DBA EDUCATION AND  
ASSISTANCE CORPORATION

By:   
Name: Janice W Elder  
Title: President + CEO.  
Date: 9/15/15

NASSAU COUNTY

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

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

Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

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

NOTARY PUBLIC

COUNTY OF NASSAU )

On the 15<sup>th</sup> day of September in the year 2015 before me personally came Lance W Elder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Haden; that he or she is the President - CEO of EAC, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

**KAREN J. JENSEN**  
Notary Public, State of New York  
Registration # 01JE6046377  
Qualified in Suffolk County  
My Commission Expires Aug. 14, 2018

**EXHIBIT A**  
**LINE-ITEM BUDGET**  
1/1/15-12/31/15



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

Contract # \_\_\_\_\_

Contract Name: EAC, Inc.

Program Name: PROJECT SUPPORT

Select Line To  
Work On Here

**Budget Summary**

	Line #	Expense type	Total \$
	1a	Salary	\$98,220
<u>Work on Salary and Fringe</u>	1b	Fringe	\$26,519
	1 Total	Personnel (Salary plus Fringe)	\$124,739
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$600
<u>Work on Line 4</u>	4	Equipment	\$1,300
<u>Work on Line 5</u>	5	Supplies	\$1,961
<u>Work on Line 6</u>	6	Contractual Services	\$3,000
<u>Work on Line 7</u>	7	Rent/Utilities	\$2,100
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$4,300
<u>Work on Line 10</u>	10	Administrative Overhead	\$12,000
		Gross Expenditures (Lines 1 – 10)	\$150,000
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$150,000
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$150,000

**EXHIBIT B**  
**LINE-ITEM BUDGET**  
8/1/15-12/31/15



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

**Contract #** \_\_\_\_\_

**Contract Name:** EAC, Inc.

**Program Name:** PROJECT SUPPORT (ENHANCED VOCATIONAL SERVICES)

**Select Line To  
Work On Here**

**Budget Summary**

	Line #	Expense type	Total \$
	1a	Salary	\$5,000
<u>Work on Salary and Fringe</u>	1b	Fringe	\$1,400
	1 Total	Personnel (Salary plus Fringe)	\$6,400
<u>Work on Line 2</u>	2	Consultant(s)	\$0
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$0
<u>Work on Line 4</u>	4	Equipment	\$0
<u>Work on Line 5</u>	5	Supplies	\$0
<u>Work on Line 6</u>	6	Contractual Services	\$8,093
<u>Work on Line 7</u>	7	Rent/Utilities	\$0
<u>Work on Line 8</u>	8	Department Specific Costs	\$0
<u>Work on Line 9</u>	9	Other Costs	\$0
<u>Work on Line 10</u>	10	Administrative Overhead	\$2,174
		Gross Expenditures (Lines 1 – 10)	\$16,667
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$16,667
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$16,667

Contract ID#: CQSS15000001



Department: Social Services

## Contract Details

SERVICE Child Support Program

**E-55-15**

NIFS ID #: CQSS15000001

NIFS Entry Date: 02/26/15

Term: from 01/01/15\_ to 12/31/15

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

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

## Agency Information

Vendor	
Name FAC Inc. dba Education & Assistance Corporation	Vendor ID# 237175609
Address 50 Clinton Street, Suite 107 Hempstead, NY 11550	Contact Person Lance Elder Email l Elder@eacinc.org Phone 516 539-0150 Fax 516 539-0160

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd
Phone 516 227-7452

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS App'd (Dept Head)	<input type="checkbox"/> 2/2/15	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/> 3/9	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/14/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 3/12/15	<i>[Signature]</i>	
4/17/15	County Attorney	CA Approval as to form	<input type="checkbox"/> 3/17/15	<i>[Signature]</i>	
	Legislative Affairs	Fwd'd Original Contract to CA	<input type="checkbox"/> 3/23/15	<i>[Signature]</i>	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/> 4/23/15	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 5/16/15	<i>[Signature]</i>	
7/1/15	County Executive	Notarization Filed with Clerk of the Leg	<input type="checkbox"/> 7/1/15	<i>[Signature]</i>	

Contract ID#: CQSS15000001Department: Social Services

## Contract Summary

<b>Description:</b> Education/ Employment Services
<b>Purpose:</b> We are mandated to provide these services. Education/Employment Program to provide alternative methods in obtaining child support from the self-employed and marginally employed population. <i>(New contract.)</i>
<b>Method of Procurement:</b> An RFP was issued – only EAC responded & EAC was awarded the contract. EAC has been providing these services for the past 20 years.
<b>Procurement History:</b> We have been using this vendor since 1996.
<b>Description of General Provisions:</b> EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.
<b>Impact on Funding / Price Analysis:</b> Federal 66% State 0% County 34%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	28
Resp:	2800
Object:	DE511
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$ 51,000.00
Federal	\$ 99,000.00
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 150,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE511/SSQEN2800	\$ 150,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 150,000.00</b>

Document Prepared By: \_\_\_\_\_

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

<b>NIFS Certification</b> I certify that this document was processed into NIFS Name: <u>Michael J. Chen</u> Date: <u>5/6/2015</u>	<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged Name: <u>[Signature]</u> Date: <u>5/6/15</u>	<b>County Executive Approval</b> Name: <u>[Signature]</u> Date: <u>5/6/15</u> E #: _____
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122066

THIS AGREEMENT, dated as of January 1, 2015, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd, Uniondale, New York 11553 (the "Department"), and (ii) EAC, Inc. dba Education And Assistance Corporation, a not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 107, Hempstead, New York 11550 (the "Contractor").

WITNESSETH:

WHEREAS, the County issued a request for proposal (the "RFP") # SS0825-1425 on September 2, 2014 for child support services as part of the Early Intervention Program (EIP) and Project Support (the RFP incorporated herein by reference and on file with the Department);

WHEREAS, the Contractor submitted a proposal found to be beneficial to the County (incorporated herein by reference and on file with the Department);

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, the services described in this Agreement; and

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

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

1. Term.

The term of this Agreement shall be from January 1, 2015 through December 31, 2015 subject to sooner termination in accordance with this Agreement, provided, however, that the County shall have the option to renew this Agreement for four (4) additional one year period under the same terms and conditions contained herein for a total term of five (5) years.

2. Regulatory Requirements/Compliance

At all times Contractor shall comply with all applicable New York State statutes, Office of Child Support Enforcement ("OCSE") rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over child support enforcement and programs, including but not limited to NYS Social Services Law Titles 6-A and 6-B, NYS Family Court Act Articles 4, 5, 5-A and 5-B, NYS Domestic Relations Law Sections 236 and 240 and Title 18 New York Codes, Rules and Regulations Part 347, and the rules and regulations of OCSE. Contractor expressly understands and agrees that it shall assist the Department in providing and preparing any necessary report(s) and/or statistical form submission required under 18 NYCRR 347 relating to this Agreement.





### 3. Services.

The Services to be provided by the Contractor under this Agreement shall consist of the following:

(a) It is mutually agreed between the Department and the Contractor that the Contractor shall operate a program known as the Early Intervention Program ("EIP"). The purpose of the EIP is to enhance child support collection through education, referrals for employment, and payment monitoring with follow up of Non Custodial Parents ("NCP") who are under new orders to pay child support. Hereinafter, NCPs shall also be referred to as "Newly Ordered Support Payers" and/or "Respondents". The Contractor's duties under the EIP Program shall include, but shall not be limited to, the following:

i. Post- Court Appearance Interviews. The Contractor shall conduct an after court interview on all Nassau County Family Court Newly Ordered Child Support Payers and/or the Custodial Parent (hereinafter sometimes referred to as "CP" and/or "Petitioner"). The Contractor agrees to accept up to approximately one-thousand two-hundred eighty-one (1,281) referrals to the EIP Program.

1. The Contractor shall be responsible, during the interview, for updating and verifying all of Respondent's personal data, including but not limited to employer information.

2. The Contractor shall provide the Petitioner with a Child Support Services Application (CSS APP) and assist the Petitioner in filling out the CSS APP if the Petitioner has not previously filled out the CSS APP. The Contractor shall return the completed CSS APP to the Supervisor of the Support Collection Unit at Family Court. The Contractor shall be responsible for explaining to Petitioner his/her support order, how income execution works, provide OCSE's telephone numbers, as well as explain how Petitioner can access payment and account information either via telephone or internet.

3. The Contractor shall review child support obligations and proper payment instructions with Respondent.

4. The Contractor shall review relevant OCSE and Court procedures, including proper procedure for filing modifications or visitation, enforcement procedures for non-payment (including Income Execution Orders, various licenses suspension and income tax intercept) with Respondent.

5. The Contractor shall mail billing tags and all information regarding the child support order to Respondent in the event Respondent cannot be located after the initial court appearance.

6. The Contractor will mail to those Respondents they are unable to interview, information on where payments should be sent, the date the first payment is due, the importance

of writing the account number on each check or money order, and information on enforcement procedures.

7. The Contractor shall inform and/or permit NCPs to attend monthly lectures on support obligations given as part of Project Support.

ii. Vocational Counseling. In an effort to assist Respondents in meeting their financial obligations, the Contractor shall provide and/or make accessible a vocational counselor ("Counselor").

1. Referral to the Counselor shall be made by Nassau County Family Court and Contractor's staff.

2. Respondent will contact Counselor to schedule an appointment for an assessment within two (2) days of Respondent's referral to the Counselor.

3. The Counselor shall review the Respondent's work history and discuss available employment opportunities.

4. The Counselor shall provide assistance with resume writing, job interviewing techniques, and job searching skills.

5. The Counselor shall coordinate referrals to community-based services as required.

6. The Counselor shall monitor Respondent's progress. After four (4) weeks of monitoring, the Counselor shall prepare a detailed report which Contractor shall place in Respondent's case file and forward a copy to the Nassau County Family Court.

iii. Monitoring and Reporting.

1. Contractor shall place each respondent into a cycle and given a cycle number. Contractor shall monitor payments for four (4) weeks following referral to EIP.

2. Contractor, after two (2) weeks, shall send a Non-Compliance Notice via certified mail to all Respondents who have not made payments or have only made partial payments.

3. The Non-Compliance Notice shall inform Respondents of monies received to date, arrears owed, and shall instruct Respondent to contact the EIP program.

4. Contractor shall submit to the Department's Child Support Collection Unit's Director a non-compliance list of all Respondents who remain delinquent after four (4) weeks of being referred to the EIP program.

iv. Services Location. Post Court appearance interviews shall be provided at an office located at Nassau County Family Court, located at 1200 Old Country Road, Westbury, New

York. Vocational counseling, monitoring and reporting shall be provided at Contractor's principal place of business within Nassau County.

(b) It is mutually agreed between the Department and the Contractor that, in addition to the above-described services, the Contractor shall also operate a remedial program known as Project Support. Project Support is designed to obtain compliance with child support orders from Respondents where traditional enforcement remedies have not been successful. The Contractor's duties under the Project Support Program shall include, but shall not be limited to, the following:

i. Interview/Intake

1. Project Support shall be a Court mandated educational program for Non-Complaint and newly ordered Non-Custodial Parents ordered to pay child support. Project Support shall emphasize helping non-custodial parents become better child support payers, individuals and parents.

2. The Respondent shall be referred to Project Support by the Nassau County Family Court. Upon referral, Respondent shall report to Contractor's staff to complete an intake interview. The Contractor agrees to accept up to approximately one-hundred twenty (120) Court referrals to the program from Family Court.

3. Contractor shall immediately schedule an appointment with the vocational counselor upon having completed the initial interview/intake. Contractor shall send written notice to Respondent of appointment the date, time and place with the vocational counselor.

4. The Contractor shall be permitted to utilize OCSI's system for the purposes of tracking NCP payments and updating NCP information.

5. The Contractor shall notify the Department, via telephone, within forty-eight (48) hours should Respondent fail to report to Contractor for an initial interview/intake and/or the appointment with the vocational counselor.

ii. Vocational Counseling.

1. Contractor shall at a minimum provide One (1) full time vocational counselor ("Counselor"). Each Respondent will meet with the Counselor individually.

2. The Counselor shall develop a network of potential employers within Nassau County and surrounding areas for the purposes of developing job opportunities for Respondent(s).

3. The Counselor shall be available during regular business hours and evening hours, as needed, to meet with Respondent(s) and/or Petitioner(s).

4. The Counselor shall be responsible for conducting vocational sessions, making additional referrals (e.g. educational programs, drug treatment, or mental health services, job

placement), identifying and focusing on lifestyle issues (e.g. budgeting and financing, parenting and future plans) and assisting in resume writing, interviewing techniques, and job searching skills. The Counselor shall also coordinate community referrals to outside sources as needed. The counselor shall be available to all Nassau County residents who are unemployed or underemployed, including those who are receiving Public Assistance.

5. The Counselor shall complete a vocational assessment during the initial session. The vocational assessment shall include, but shall not be limited to: recommended number of sessions; additional services Respondent is being referred to (e.g. educational programs, drug treatment, or mental health services); any lifestyle issues (e.g. budgeting and financing, parenting, etc.); and how many sessions the Respondent attends.

iii. Monthly Lecture. Contractor shall conduct a monthly lecture on support obligations to all Respondent(s). The lecture shall be made available to participants in the EIP program on a voluntary basis. Attendance for Respondents in the Project Support program is mandatory. The lecture and any materials shall be presented by an attorney duly admitted to practice law in the State of New York.

iv. Monitoring and Reporting.

1. Respondent shall be required to follow through with scheduled sessions and referrals in a timely manner and report back to the Counselor.

2. Respondent shall be required to accept employment placements. Respondent's failure to comply shall be immediately reported to the Nassau County Family Court and the Department.

3. Contractor shall verify employment and monitor child support payment for a period of twenty-four (24) weeks from date of referral by the Court.

4. Contractor shall submit a status/progress report to the Nassau County Family Court and the Nassau County Office of Child Support Enforcement every six (6) weeks for each Respondent. The status/progress report shall include, but shall not be limited to:

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v. Services Location. Vocational counseling, monitoring and reporting shall be provided at Contractor's principal place of business within Nassau County.

(c) The Contractor shall perform such professional and related services as may be necessary to accomplish the work required to be performed under and in accordance with this Agreement. The Contractor specifically represents and warrants that its employees, agents and subcontractors have and shall possess the required education, knowledge, licenses, experience and character necessary to qualify them individually for the particular duties they perform. The Department shall be the sole arbiter as to what constitutes acceptable performance. The Contractor further agrees to keep such required documents in full force and effect during the term of this

Agreement, or any extension and to comply within the required time to secure any new license so required.

(d) The Contractor hereby certifies that the services or the activities provided for the participants under this Agreement are not otherwise available to the County at no charge. In the event the Contractor is the recipient of other Federal and/or State and/or local government grants, awards, or moneys, it is expressly understood and agreed that the Contractor shall not bill or charge the County for services rendered, equipment and or material purchased, and operating expenses which were provided or financed by other Federal and/or State and/or local government funding sources.

(e) Pursuant to 18 NYCRR Section 347.10, the Department will file violation petitions on those cases that are new orders with new delinquencies or old orders with new delinquencies or cases with delinquency switch status 08. Special emphasis will be placed on those cases where the parent is marginally employed, works off-the-books, or is self-employed. The violation petitions will request that the Non-Custodial Parent be referred to the Contractor's Project Support Program, and the case be adjourned for participation in the program, and a resolution of the violation petition on the adjourn date.

(f) The Contractor shall accept referrals of Custodial and Non-Custodial Parents to the EIP Program from the Family Court after a new support order is established. The Nassau County Family Court will provide Contractor with a copy of the court disposition for each case referred to the Program.

(g) The Contractor shall be responsible for the hiring and supervision of all staff engaged in the program. Qualified candidates for teaching positions will have a minimum of a Bachelor's Degree, and some expertise in group instruction and in the area to be taught. Qualified candidates for Social Worker positions will have an MSW or other Master's Degree.

- i. Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.
- ii. The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.
- iii. The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

(h) The Contractor shall employ the following program staff: a Regional Director, Case Managers, Vocational Counselor/Case Manager and Teachers.

(i) The Department will provide the Contractor with all appropriate information including available financial information on all Non-Custodial Parents in the program. The Department will meet with the Contractor's Case Managers as needed.

(j) The Contractor agrees to operate and run the Project Support Program in an efficient and thorough manner.

(k) The Contractor agrees to appear in and report to the Family Court as needed on each referral until there is a resolution of the Department's violation petition.

(l) The Contractor agrees to maintain statistics comparing the collection rate of the Project Support participants for three months prior to the program against the collection rate during and three months after the program. These statistics shall be reported to the Department.

(m) Reporting.

i. In addition to any other reporting requirements contained herein, Contractor shall maintain complete records of all activities in order to document and provide a basis for statistical reporting to the Department on program activities. The reporting system(s), including report formats and frequencies, will be set up in a format approved by Department.

ii. The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of the Support Collection Unit a monthly report in a format approved by the Department enumerating the following:

1. total number of case referrals received during the month, each case shall be identified by case name, case number, case type and date of referral;
2. the total number of case intakes completed by Contractor for the month;
3. the total monthly amount due and percentage collected;
4. the total payments made by type; and
5. other statistical information requested by the Department which is relevant to the program's status and success.

iii. The Contractor agrees to provide a monthly statistical report to the Department on the status of the program. Such report shall include, but not be limited, to the number of Non-Custodial Parent referrals received monthly; the number of Non-Custodial Parents referred to Project Support; the number of Non-Custodial Parent referrals made by the Nassau County Family Court Support Magistrate; the number of TANF cases; the number of Safety Net cases; the number and type of referrals to other service agencies; the amount of weekly support payments made by Non-Custodial Parents referred to Project Support.

iv. The Contractor agrees that in addition to statistical reporting, the Department may utilize any standard monitoring, auditing, assessment, and evaluation procedures currently in use or instituted by the Department during the term of this Agreement to ensure compliance with this Agreement.

(n) The Department and the Contractor agree to comply with the Title IV-D of the Social Security Act, implementing Federal and State regulations and any other applicable State and Federal regulations.

4. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed ONE HUNDRED FIFTY THOUSAND (\$150,000.00) DOLLARS AND NO CENTS in accordance with the Line-Item Budget attached as "Exhibit A" and in all respects made a part hereof. Total monthly expenses shall be actual costs based on the attached Line-Item Budget.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) includes a statement certified by the Contractor's Executive Director (or substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (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 Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.

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

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

(f) Budget. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "Budget") attached to this Agreement. "Exhibit A" line-item budget annexed hereto may be amended or modified from time to time upon request of the Contractor, subject, however, to prior approval of the Department.

(g) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.

5. Final reporting.

No later than two (2) months after expiration of each Budget Period, the Contractor shall submit two (2) copies of a final report summarizing the conduct of the program hereunder, together with a final accounting and claim for payment of any approved expenditures then remaining unpaid. If the Contractor should fail to comply with any of the requirements of Section 3 above, and such late submission of a claim for payment by the Contractor causes the Department to be unable to obtain reimbursement from the State and/or Federal government, the Department shall be permitted to reduce the Total Cost of Agreement by such amount of underfunding, but all other terms and provisions of this Agreement shall remain in full force and effect. Any subsequent budget shall not be construed as extending the aforesaid time limits for submission of final reports and claims for a Budget Period as specified herein unless this requirement is modified specifically in any such extension or amendment of this Agreement.

6. Exclusive of taxes.

The charges payable to the Contractor under the Agreement are exclusive of Federal, State and local taxes, the County being a municipality exempt from payments of such taxes.

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

8. 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.



9. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, 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 orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Protection of Client Information. The Contractor shall, and shall cause Contractor agents to, safeguard the confidentiality of all information received or generated in connection with this Agreement relating to individuals who may receive Services, and shall maintain the confidentiality of all such information. The Contractor further agrees to implement such procedures for safeguarding Client information as the Department shall require, including, but not limited to, compliance with Social Services Law Section 136 and 18 NYCRR 357, as amended.

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

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

(c) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative. In furtherance thereof, the Contractor shall comply with the requirements of Appendix C attached hereto ("Extended Services").

11. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and 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 and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

12. 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 for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, 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.

13. Assignment; Amendment; Waiver; Subcontracting. (a) This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal 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.

(b) It shall be a condition to the consent of the County Executive to any assignment or subcontract that the Person to or with whom or which such assignment or subcontract is made agrees in writing that, except as provided in the following sentence with respect to amounts payable by the County, such Person shall be bound by the terms and conditions of this Agreement as though an original party hereto. Unless the action being approved is an assignment of every right and obligation of the Contractor under this Agreement (i) the Contractor shall remain responsible for the full performance of its obligations under this Agreement and (ii) no amounts payable by the County under this Agreement shall be or become payable by the County to any Person other than the Contractor.

14. 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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 Services.

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

(c) Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, 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). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

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

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

16. 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 the 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 Department, 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 with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. 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.

17. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department

address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.
- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.
- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

18. 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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

19. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the

Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

20. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

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

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

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

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

23. 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.

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

25. Executory Clause. Notwithstanding any other provision of this Agreement:

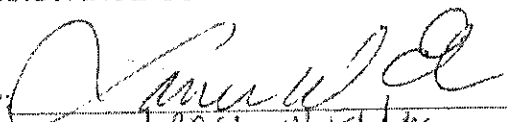
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

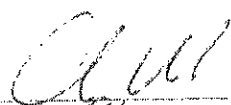


IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

EAC, INC. DBA EDUCATION AND  
ASSISTANCE CORPORATION

By:   
Name: Lance W Elder  
Title: PRESIDENT - CEO  
Date: 12/24/14

NASSAU COUNTY

By:   
Name: Charles A. Richardson  
Title: Deputy County Executive  
Date: 6/7/15

PLEASE EXECUTE IN BLUE INK

Doc#: 120771

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 4 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE0259028  
Qualified in Nassau County  
Commission Expires April 02, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20<sup>th</sup> day of December in the year 2014 before me personally came Lance W. Eltor to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President + CEO of EAH, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*KJA*

KAREN J. JENSEN  
Notary Public, State of New York  
Registration # 01JE6046377  
Qualified in Suffolk County  
My Commission Expires Aug. 14, 2018

EXHIBIT "A"  
 LINE-ITEM BUDGET  
 January 1, 2015-December 31, 2015  
 EAC, INC. d/b/a EDUCATION AND ASSISTANCE  
 CORPORATION  
 PROJECT SUPPORT

*Budget Summary*

Line #	Expense type	Total \$
1a	Salary	\$98,220
1b	Fringe	\$26,519
1 Total	Personnel (Salary plus Fringe)	\$124,739
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$600
4	Equipment	\$1,300
5	Supplies	\$1,961
6	Contractual Services	\$3,000
7	Rent/Utilities	\$2,100
8	Department Specific Costs	\$0
9	Other Costs	\$4,300
10	Administrative Overhead	\$12,000
	Gross Expenditures (Lines 1 – 10)	\$150,000
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$150,000
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$150,000

## **Appendix EE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the Non-Custodial Parent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Lance W Elder  
(Name)

50 Clinton St. Suite 107 Hempstead NY 11550 (Address)

5165390150  
(Telephone Number)

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

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


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

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

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

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

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

12/24/14  
Dated   
Signature of Chief Executive Officer  
Lance W. Elder  
Name of Chief Executive Officer

Sworn to before me this

24<sup>th</sup> day of December, 2014

  
Notary Public

RESOLUTION TO THE CORPORATE MINUTES


The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as THE EDUCATION & ASSISTANCE CORPORATION, PROJECT SUPPORT, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Lance W Elder, President - CEO,  
Corporate title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2015 through December 31, 2015.

  
\_\_\_\_\_  
Officer

Sworn to before me this 5<sup>th</sup>  
day of February, 2015

  
\_\_\_\_\_  
Notary Public

KAREN J. JENSEN  
Notary Public, State of New York  
Registration # 01JE6046377  
Qualified in Suffolk County  
My Commission Expires Aug. 14, 20\_\_

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Rebecca Bell  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address 50 CLINTON ST., SUITE 107  
City/state/zip HEMPSTEAD NY 11530  
Telephone (516) 539-0150  
Other present address(es) /  
City/state/zip /  
Telephone /  
List of other addresses and telephone numbers attached

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

President / / / Treasurer / / /  
Chairman of Board / / / Shareholder / / /  
Chief Exec. Officer / / / Secretary / / /  
Chief Financial Officer / / / Partner / / /  
Vice President / / /  
(Other) C.O.O. START DATE 12/2/1979

3. Do you have an equity interest in the business submitting the questionnaire?  
NO ☒ YES ☐ 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? NO ☒ YES ☐ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ☐ 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? NO ☒ YES ☐ If Yes, provide details.
- mya*

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

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

**CERTIFICATION**

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

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

Sworn to before me this 29<sup>th</sup> day of October 2015

[Signature]  
Notary Public

**KAREN J. JENSEN**  
Notary Public, State of New York  
Registration # 01JE6046377  
Qualified in Suffolk County  
My Commission Expires Aug. 14, 2018

EAL, Inc.  
Name of submitting business  
Rebecca Bell  
Print name  
[Signature]  
Signature  
COO  
Title  
10, 29, 15  
Date



### Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/proposal.

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

Date: 10/29/15

1) Bidder's/Proposer's Legal Name: ENC, INC.

2) Address of Place of Business: 50 Clinton St. Suite 107 Hempstead NY 11550

List all other business addresses used within last five years:

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

Phone: 516 539 0150

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 107039323

5) Federal I.D. Number: 23-7175009

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership ☐ Corporation ☒ Other (Describe) not-for-profit

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: \_\_\_\_\_

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: \_\_\_\_\_

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes \_\_\_ No ☒  
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_

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

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

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? No ☒ Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

b) Any misdemeanor charge pending? No ☒ Yes \_\_\_ If Yes, provide details for each such charge. \_\_\_\_\_

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes \_\_\_ If Yes, provide details for each such conviction \_\_\_\_\_

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

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

occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

17) Conflict of Interest:

a) Please disclose.

(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 as collection agent on behalf of Nassau County.

(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 as collection agent on behalf of Nassau County.

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

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.

Attachments to Business History Form

Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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

Should the bidder/proposer be other than an individual, the bid/proposal should include:

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

- B. Indicate number of years in business.

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

- D. Provide names and addresses for no fewer than three references for whom the bidder/proposer has provided similar services or who are qualified to evaluate the bidder's/proposer's capability to perform this work.

Company TOWN OF HEMPSTEAD P.O.O.R.

Contact Person ANA-MARIE HUERTADO

Address 50 CLINTON ST., 4th FLOOR

City/State HEMPSTEAD, NY 11550

Telephone (516) 485-5000

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

E-Mail Address amb@hempsteadworks.com

\*\*\*\*\*

Company TOM GRECCO/SUFFOLK DSS  
Contact Person T. GRECCO  
Address P.O. Box 18000  
City/State HAMPSHIRE, NY 11788  
Telephone (631) 854-9922  
Fax # \_\_\_\_\_  
E-Mail Address TOM.GRECCO@SuffolkCountyNY.gov

---

Company SUFFOLK DSS  
Contact Person JANE SMITH  
Address P.O. Box 18000  
City/State HAMPSHIRE, NY 11788  
Telephone (631) 854-3295  
Fax # \_\_\_\_\_  
E-Mail Address jane.smith@dss.state.ny.us

**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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

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

Sworn to before me this 29<sup>th</sup> day of October 2015

KJ Jensen  
Notary Public

Name of submitting business: EAC, Inc.

By: Rebecca Bell

Rebecca Bell  
Signature

COO  
Title

10, 29, 15  
Date

**KAREN J. JENSEN**  
Notary Public, State of New York  
Registration # 01JE6046377  
Qualified in Suffolk County  
My Commission Expires Aug. 14, 2019

E-250-15

Page 1 of 4

COUNTY OF NASSAU

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

1. Name of the Entity: EAC, Inc.  
Address: 50 Clinton St. Suite 107  
City, State and Zip Code: Hempstead NY 11550  
2. Entity's Vendor Identification Number: 23-7175609  
3. Type of Business: 501-C-3 Non profit  
☒ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

see attached.

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

N/A

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.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None



(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

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

N/A

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

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

Dated: 10/29/18

Signed: \_\_\_\_\_

*Rebecca Bell*

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

Rebecca Bell

Title: \_\_\_\_\_

Chief Operating Officer

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

## 2015 - 2016 EAC NETWORK BOARD OF DIRECTORS

(Updated 9/24/15)

<u>NAME</u>	<u>ADDRESS</u>	<u>BOARD POSITION</u>
<u>Angela Anton</u> Class of '13-'14	<del>Angela Anton Group</del> 132 East Second Street Mineola, NY 11501	516-747-8282 <del>516-747-8282</del> <a href="mailto:aanton@antonnews.com">aanton@antonnews.com</a>
<u>Thomas Boerum</u> Class of '02-'03	Vice President C.G.A.A., Inc. 1300 Veterans Memorial Hwy Suite 210 Hauppauge, NY 11788	631-232-7900 631-232-7929 Fax <del>Thomas Boerum, CPA</del>
<u>Noreen Carro</u> Class of '14-'15	LMN Printing Company, Inc. 23 West Merrick Road Valley Stream, NY 11580	516-285-8526 <del>516-285-8526</del> 516-285-9268 Fax <a href="mailto:noreen@lmnprinting.com">noreen@lmnprinting.com</a>
<u>John A. Cherpock, CPA</u> Class of '85-'86	Managing Director Navigant 90 Park Avenue 10th Floor New York, NY 10016	<i>Board Member Emeritus</i> 646-227-4866 646-227-4299 Fax <del>516-667-6266 Cell</del> <a href="mailto:john.cherpock@navigant.com">john.cherpock@navigant.com</a>
<u>Brian Clarke</u> Class of '04-'05	Chief Financial Officer Bethpage Federal Credit Union 899 S. Oyster Bay Road Bethpage, NY 11714	516-349-6767 516-349-6765 Fax <a href="mailto:bclarke@bethpagefcu.com">bclarke@bethpagefcu.com</a>
<u>Bert J. Cunningham</u> Class of '15-'16	<del>22 Park Avenue</del> <del>Flushing, NY 11354</del>	<del>516-349-6767</del> <del>516-349-6765 Fax</del>
<u>John Durso</u> Class of '15-'16	President Local 338 Local 338 RWDSU/UFCW 1505 Kellum Place Mineola, NY 11501	516-294-1338 <del>516-294-1338 Cell</del> <a href="mailto:jrdurso@local338.org">jrdurso@local338.org</a>
<u>Brian Edwards</u> Class of '06-'07	Executive VP/Managing Director Astoria Bank One Astoria Bank Plaza Lake Success, NY 11042	516-327-7635 516-327-7461 Fax <a href="mailto:Bedwards@astoriabank.com">Bedwards@astoriabank.com</a>

Steven J. Eisman, Esq.  
Class of '92-'93

Senior Partner  
Abrams, Fensterman,  
Fensterman, Eisman, Formato,  
Ferrara & Wolf, LLP  
111 Marcus Ave.  
Suite 107  
Lake Success, NY 11042

*Chairman Emeritus*  
516-328-2300  
516-328-6638 Fax  
[seisman@abramslaw.com](mailto:seisman@abramslaw.com)

Anthony J. Falanga  
Class of '12-'13

Partner  
Jaspan Schlesinger, LLP  
300 Garden City Plaza  
Garden City, New York 11530

516-393-8222  
516-393-8282 Fax  
[afalanga@jaspanllp.com](mailto:afalanga@jaspanllp.com)

Louis C. Grassi, CPA  
Class of '87-'88

Managing Partner  
Grassi & Co.  
50 Jericho Quadrangle  
Jericho, N Y 11753

*Chairman Emeritus*  
516-256-3500  
516-256-3510 Fax  
[Lgrassi@grassicpas.com](mailto:Lgrassi@grassicpas.com)

Geri A. Gregor, CPA  
Class of '08-'09

Partner  
Grassi & Co.  
50 Jericho Quadrangle  
Jericho, NY 11753

516-336-2496  
516-256-3510 Fax  
[REDACTED]  
[Ggregor@grassicpas.com](mailto:Ggregor@grassicpas.com)

Tom Gubitosi  
Class of '01-'02

Principle  
Marie Holdings, Inc.  
38 Stern Ct.  
Farmingdale, NY 11735

516-454-6704  
516-454-2898 Fax  
[REDACTED]

M. Allan Hyman, Esq.  
Class of '94-'95

Senior Partner  
Certilman, Balin, Adler  
& Hyman, LLP  
90 Merrick Avenue  
East Meadow, New York 11554

*Board Counsel /Chairman  
Emeritus*  
516-296-7075  
516-296-7111 Fax  
[ahyman@certilmanbalin.com](mailto:ahyman@certilmanbalin.com)

Carmine Inserra  
Class of '98-'99

Principal  
NAI Long Island  
3 Huntington Quadrangle  
Suite 307N  
Melville, NY 11747

*Chairman Emeritus*  
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U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Rebecca Bell / COO 10/29/15  
Name and Title of Authorized Representative m/d/yy

Signature Rebecca Bell REBECCA BELL, CHIEF OPERATING OFFICER 10/29/15 Date  
EAC, Inc.

Name of Organization  
Address of Organization 50 Clinton St. Suite 107 Hempstead NY 11590

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



CL55150000 68



# Nassau County Interim Finance Authority

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

1. Vendor: EAC, Inc. d/b/a Education & Assistance Corporation

2. Dollar amount requiring NIFA approval: \$ 16,667.00

Amount to be encumbered: \$ 16,667.00

This is a      New Contract      Advisement ☒ Amendment

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

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

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

3. Contract Term: 01/01/15 to 12/31/15

Has work or services on this contract commenced? ☒ Yes      No

If yes, please explain: Ongoing mandated service.

### 4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<u>    </u> Grant Fund (GRT)	Federal % <u>100</u>
<u>    </u> Capital Improvement Fund (CAP)		State % <u>    </u>
<u>    </u> Other		County % <u>    </u>

Is the cash available for the full amount of the contract? ☒ Yes      No

If not, will it require a future borrowing?      Yes      No

Has the County Legislature approved the borrowing?      Yes      No ☒ N/A

Has NIFA approved the borrowing for this contract?      Yes      No ☒ N/A

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

EAC will operate a program know as the Early Intervention Program (EIP) whose purpose will be to create good paying habits for non-custodial parents who are under new orders to pay child support, where traditional enforcement remedies, ranging from wage withholding to referral to court have not been successful.

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

Nassau County Attorney as to form	<u>    </u> Yes	<u>    </u> No	<u>    </u> N/A
Nassau County Committee and/or Legislature	<u>    </u> Yes	<u>    </u> No	<u>    </u> N/A

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:

Education & Assistance Corporation (HEAP/WRAP) 1/1/15 to 12/31/15 (\$300,000.00)  
 Education & Assistance Corporation (Conciliation) 1/1/15 to 12/31/15 (\$119,917.00)  
 Education & Assistance Corporation (Project Support) 1/1/15 to 12/31/15 (\$150,000.00)

## AUTHORIZATION

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

Rosanne Miller 11/30/15  
Signature Title Date

\_\_\_\_\_  
Print Name

## 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

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

\_\_\_\_\_  
Print Name

**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.**