

Contract Details

Service:

NIFS ID #: <u>CQDA16000007</u>	NIFS Entry Date: <u>08/16/16</u>	Term: <u>11/01/2016 to 10/31/2017</u>
New ⊠ Renewal □	1) Mandated Program:	Yes□

New Renewal	1) Mandated Program:	Yes 🗌	No 🖂
Amendment	2) Comptroller Approval Form Attached:	Yes 🖂	No 🗌
Time Extension	3) CSEA Agreement § 32 Compliance Attached:	Yes 🗌	No 🛛
Addl. Funds	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes 🖂	No 🗌
Blanket Resolution RES#	5) Insurance Required	Yes 🖂	No 🗌

Agency Information

Vendo	$\dot{\mathbf{r}}$
Name	Vendor ID#
Safe Center LI, Inc.	11-2442377
Address	Contact Person
Address	Sandra Oliva
15 Grumman Road W.	Executive Director
Suite 1000	Phone
Bethpage, NY 11714	(516) 465-4730

County	Department:
Department Co	
Robert McM	anus
Address	
Address 262 Old Cou	ntry Road
11001000	
262 Old Cou	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	er s Gydd	DATE Appv'd&	SIGNATURE	Leg, Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	\boxtimes	8/16/16 8/16/16	Vicei Cul	
		Contractor Registered X			/// 3. 13.1	fig. of the second second
	OMB	NIFS Approval (Contractor Registered)	Ø	8/22/K	William lett	Yes No Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	V	8/26/16	Mulysta	
	County Attorney	CA Approval as to form	V	8/26/16	tacket	Yes li No 🗌 .
8-9	Legislative Affairs	Fw'd Original Contract to CA		821/		
	County Attorney	NIFS Approval				
	Comptroller	NIFS Approval			0111	ing the second second
9/1/4	County Executive	Notarization Filed with Clerk of the Leg.		9/1/4	S =	



Department: District Attorney

Description: One Year agreement to conduct victim services program.

Purpose: The Adult Victim Advocates Program provides services to adult victims of violence. Adult*Victim Advocates (AVA's) will provide information on resources available to assist victims of abuse or assault. AVA's will maintain contact with the victim throughout the medical, investigative, counseling, and judicial process.

Method of Procurement: The contractor is a sole source provider who has unique experience and expertise in providing services to victims of domestic or dating abuse, child abuse, rape and sexual assault. Safe Center LI Inc., offers free, confidential, specialized services for both adult and child victims. They have an unmatched reputation in the Long Island region.

Procurement History: N/A

Description of General Provisions: This agreement will cover a one year period from 11/01/16 - 10/31/17. Services are provided to ensure that individuals impacted by interpersonal violence can heal and also receive justice.

Impact on Funding / Price Analysis: None, project is funded through District Attorney forfeiture funds which permit the awarding of grants for projects that impact on public safety and/or the criminal justice system.

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

BUDGET	ODES
Fund:	GRT
Control:	DA 89
Resp:	1B
Object:	DE
Transaction:	CL

Revenue Contract	XXXXXXX
County	\$
Federal	\$
State	\$100,000.00
Capital	\$
Other	\$
TOTAL	\$100,000.00

EUNDING SOURCE AMOUNT

LINE	INDEX/OBJECT CODE	AMOUNT
1	DAGRT891BOTH/DE500	\$100,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
	TOTAL	\$100,000.00

RENEW	AL
% Increase	
% Decrease	

Document Prepared By: R. McManus

Date: 08/16/16

NHS Certification	Comptroller Certification	Chanty Recurry 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 JJW
Name	Name	Date G/
		7/7/4
Date	Date	(For Office Use Only)
		E #:



Nassau County Interim Finance Authority

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

1. Vendor:	Safe Center Li, I	nc.			· · · · · · · · · · · · · · · · · · ·
2. Dollar amount r	equiring NIFA approv	ral: \$ 100,000	.00		
Amount to be en	cumbered: \$ 100,00	00.00			
This is a	✓ New Contract _	_ Advisement _	Amendment		
If advisement - NIFA	ount should be full amou only needs to review if it ount should be full amour	is increasing funds		reviously approve	ed by NIFA
3. Contract Term:	11/01/16 - 10/31/1	7			
Has work or servic	ces on this contract comm	enced?	Yes <u>✓</u>	No	
If yes, please expla	in:				
4. Funding Source:	:				
General Fund Capital Impro Other	l (GEN) ovement Fund (CAP)	Grant Fu	ind (GRT) Federal % State % County %	100	
	or the full amount of the c ire a future borrowing?	ontract?	Yes Yes	No No	
Has the County Legisl	lature approved the borro	wing?		No _ V	
Has NIFA approved tl	he borrowing for this con	tract?	Yes	No	N/A
5. Provide a brief d	lescription (4 to 5 sent	tences) of the ite	m for which this a	pproval is requ	ıested:
violence. Victims	agreement for the Adult \ of abuse or violence will re onal help will be available	eceive information a	nd referrals regarding	g available resour	dult victims of ces and
6. Has the item rec	quested herein follow	ed all proper pro	cedures and there	eby approved b	y the:
Nassau County Att Nassau County Co	torney as to form immittee and/or Legislati	re	No	N/A N/A	
Date of approva	$\mathbf{d}(\mathbf{s})$ and citation to the	e resolution whe	re approval for th	is item was pro	ovided:
Submitted for	r legislative approv	al.			
7. Identify all contr	racts (with dollar amo	unts) with this o	r an affiliated par	ty within the p	rior 12 months
	016/CLDA1600000 009/CLDA1600000				

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.

loan	- Biller	8/23/16
Signature	Title	Date
Print Name		
	COMPTROLLER'	S OFFICE
To the best of my know conformance with the N Multi-Year Financial Pl	Nassau County Approved Budget a	formation listed is true and accurate and is in and not in conflict with the Nassau County
Regarding funding, ple	ase check the correct response:	
I certify that the	funds are available to be encumb	ered pending NIFA approval of this contract.
	onding for this contract has been app	proved by NIFA. but the project requires NIFA bonding authorization
Signature	Title	Date
Print Name		
Name of the second seco	NIFA	
Amount being approve	d by NIFA:	<u></u>
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.

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU
COUNTY DISTRICT ATTORNEY'S OFFICE, AND THE SAFE CENTER
LI, INC.

WHEREAS, the County has negotiated a personal services agreement with The Safe Center LI, Inc. to conduct the Adult Victims Advocate Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the agreement with
The Safe Center LI, Inc.

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: Safe Center LI, Inc.		
CONTRACTOR ADDRESS: 15 Grumman Road W, Ste. 1000, Bethpage, NY 11714		
FEDERAL TAX ID #: 11-2442377 Instructions: Please check the appropriate box ("□") after one of the following roman numerals, and provide all the requested information.		
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 sealed bids were received and opened. [date]. [#] of		
II. The contractor was selected pursuant to a Request for Proposals.		
The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by		
advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due		
email to interested parties and by publication on the County procurement website. Proposals were due		
on [date] [state #] proposals were received and evaluated. The		
evaluation committee consisted of: three members of the Comptroller's Office and one member of the		
County Executive's Office. The proposals were scored and ranked. As a result of the scoring and		
ranking, the highest-ranking proposer was selected.		

III. This is a renewal, extension or amendment of an existing contract. The contract was originally executed by Nassau County on
[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. X 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.

<u>Instructions with respect to Sections VII, VIII and IX:</u> All Departments must check the box for VII. Then, check either box Section VIII or IX, as applicable.

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.

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

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

 $X. |\overline{X}|$ Vendor will not require any sub-contractors.

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

Department Head Signature

08/16/16

Date

<u>NOTE:</u> 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. 03/16

MADELINE SINGAS DISTRICT ATTORNEY



OFFICE OF THE DISTRICT ATTORNEY NASSAU COUNTY

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

Date:

08/17/16

Subject:

Contract CQDA16000007

Safe Center LI, Inc.

This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. The Safe Center LI, Inc., exists as a result of the merger of two former non-profit agencies that separately served the victims of domestic abuse and child abuse, the Nassau County Coalition Against Domestic Violence (NCCADV) and the Coalition Against Child Abuse and Neglect (CACAN). Each of these organizations had provided services to victims of abuse for over thirty years. The Safe Center LI offers a broad spectrum of services including, but not limited to, group counseling, shelter and housing assistance, immigration services, individual therapy, medical referrals, entitlement assistance and adult basic education. These services are provided by a highly trained, nurturing, and compassionate staff of professionals well qualified to enhance the recovery of trauma victims and their non-offending family members.

No other organizational entity in this geographical area possesses the experience, staff, resources, facilities and affiliations to be able to provide the services called for in this agreement. Both NCCADV and CACAN had a long history of collaboration with the District Attorney's Office, the Nassau County Police Department and other local police agencies within Nassau County prior to their merger in 2014. For these reasons, no other alternative organizations were considered for this program.

Exhibit A



POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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ns that the cont out duress, thre	ribution(s) to	the campaig mise of a go	n comm	rittees ntpl
muneration.				
endor: <u>THE</u>	M Ja	CENTER	194 <u>41,</u>	INC
	Cyon			
	t he/she has reallge, true and account that the control duress, three muneration.	t he/she has read and underst lige, true and accurate. Institute the contribution(s) to nout duress, threat or any promiseration. The Same (t he/she has read and understood the foreige, true and accurate. Institute the contribution(s) to the campaignout duress, threat or any promise of a gommuneration. The SAPE CENTERS	ns that the contribution(s) to the campaign commout duress, threat or any promise of a government muneration. Yendor: THE SAGE CENTER 41,

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 SANDRA OLIVA / CO-EXECUTIVE DIRECTOR
	Date of birth 9/16/42
	Home address 171 SCUBBER AVE.
	City/state/zip NORTH PORT, NY 11768
	Business address 15 ERUMMAN RD. WEST, SUITE 1800
	City/state/zip <u>RETHPAGE</u> , NY 1/714
	Telephone 516-465-4703
	Other present address(es)
	City/state/zip
	Telephone
	List of other addresses and telephone numbers attached
200	the state of the s
2.	Positions held in submitting business and starting date of each (check all applicable)
	PresidentTressurer
	Chairman of Board /// / 8/ Shareholder //
	Chief Exec. OfficerSecretary
	Chief Financial Officer/Periner/
	Vice President (ACCOUNTS) ORGANISATION OF THE PROPERTY SECTION OF THE PROPERTY
	(Olher)
3.	Do you have an equity interest in the business submitting the questionnaire? NO YES If Yes, provide details
4	Are there any outstanding toans, guarantees or any other form of security or tease 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 _v_ 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

NOTE: An affirmative enswer is required below whether the sanction prose automatically, by operation of law, or as a result of any action taken by a government agency.

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

•		• • • • • • • • • • • • • • • • • • • •
7.	in the Secil	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 5 in which you have been a principal owner or officer:
	8	Been debarred by any government agency from entering into contracts with that agency? NO
	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 datable for each such instance.
	G	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, feiture 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 panding 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.
₽.	and/or portion initiate proces respon attach	any of the businesses or organizations fisted in response to Question 5 filed a bankruptcy petition research the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any not the last 7 years period, been in a state of bankruptcy as a result of bankruptcy proceedings ad more than 7 years ago sad/or is any such business now the subject of any pending bankruptcy adings, whenever initialed? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
		is there any felony charge pending against you? NO / YES If Yes, provide details for each such charge.
	b)	Is there any misdemeaner charge pending against you? NO YES If Yes, provide details for each such charge.
	c)	ls 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 ples, of any felony, or of any other crime, an element of which related to the conduct of business? NO Y 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 1/YES If Yes, provide details for each such conviction.
	Ŋ	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 tated 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 SEE ATTACHED
- 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.

PRINCIPAL QUESTIONNAIRE FORM

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Although The Safe Center LI is not certain whether this falls within the information request, during the past 5 years, 2 former employees had filed complaints with the New York State Division of Human Rights (NYSDHR). The complaints were not initiated by any governmental agency. However, once someone files a complaint with the NYSDHR, this automatically triggers an investigation by the NYSDHR. These matters have since been dismissed by the NYSDHR.

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. SAMMA DELVA being duty sworn state that I have read and understand all the kems 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 Miday of MARCH 20/6

Notary Fublic

THE SAFE CENTER LUIVE - Name of submilling business

SANDRA BLL

Sinnatura

CO EXECUTIVE DIRECTOR

Tille

Tala

NOO."

No. 62

Qualified in State & County

Commission Expires March 26, 202

Commission Expired March 25, 20.

raik

. County

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be 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.

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

1.	Principal Name ESTHER FORTUIVOFF-GREENE
	Date of birth 101-2011954
	Home address Po Bo X 3//
	City/state/zip OLD WESTBURY NJ 1/568
	Business address Mail: 360 Maple Ave Unit 133
	City/state/zip Westbury, Ny 11590
	Telephons 5/6 334/574
	Other present address(es) Stree at 1504 Od Country le
	City/state/zip Westbury, NY, 11590
	Telephone 5/6 222:7969
	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 7/1/14
	(Other)
3,	Do you have an equity interest in the business submitting the questionnaire?
Э,	NO X 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.
	X_YES If Yes, provide details.
j.	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 18 YES X; If Yes, provide details, TOUR LEAF DESIGNS, ILC. dba@ FORTVNDFFJEWELRY
š .	Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in
	the past 3 years white you were a principal owner or officer? NO Y. YES If Yes, provide details.
	· · · · · · · · · · · · · · · · · · ·

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NOTE: An affirmative enswer 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.

ar ar	propria	detailed response to all questions chacked TCS. If you need more space, procedupy the te page and attach it to the questionnaire.
7.	In the Sectlo	past (5) years, have you end/or any affiliated businesses or not-for-profit organizations listed in on 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 X YES If Yes, provide details for each such instance.
	G.	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 X 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.
3 .	and/or portion initiate process respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of Involuntary bankruptcy proceedings during the pest 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings of more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? NO X 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 X 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 X 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? NOXY 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 X YES If Yes, provide details for each such occurrence.

X7

- 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 tocal 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 57 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.

1/3

CERTIFICATION

Sworn to before me this a day of Dente

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 ESTAER FORTUNOFF GREENE 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.

Notery Public	GAIL BRODER PUBLIC, State of New York NOTARY PUBLIC, State of New York Qualified in Nassau/County Commission Expires (9/4//7
THE SAFE CENTER LI Name of submitting business	
ESTHER FORTHWOFF-GREENE Printhere Shew Frefer	Lane
Signature' VICE PRESIDENT	
Title Oate	

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be 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.

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

1.	Principal Name RICHARO A. MILLS Date of birth // 09/33 Home address A4 RENWOOD DR. City/state/zip PLAINVIEW. MY //803 Business address 7660 JERICHO TPKE SWITE 400 City/state/zip / WOOD BWRY , MY //797 Telephone 516 - 803 - 0 /00 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/ Treasurer7 / / / / / Chairman of Board/_ Shareholder/_ / Chief Exec. Officer/_ Secretary/ / Chief Financial Officer/_ Partner/_ / Vice President/_ / (Other)
3.	Do you have an equity interest in the business submitting the questionnaire? NO X 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 X 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 X YES If Yes, provide details.

8.

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 Secti	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 5 in which you have been a principal owner or officer:
	а	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 X 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.
1.	portior initiate proceed respor attach	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings d more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed se to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? NO X YES If Yes, provide details for each such charge.
	b)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? NO X YES If Yes, provide details for each such charge.
		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 related to the conduct of business? NO X 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 X
	ŋ	n the past 5 years, have you been found in violation of any administrative or statutory charges?

- 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 XYES 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 X 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. RICHARO A. MILLS , 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 A day of July

20____

Matricket & Chinille S

Meredith L. Chinkel Notary Public, State of New York No. 01CH6274746 Qualified in Suffolk County Commission Expires Jan 14, 2017

THE SAFE CENTER LI Name of submitting business

RICHARD A. MILLS

Signature

TREASURER

7ato 1 20

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposel/bidder. Answers must be 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.

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

1.	Principal Name ERIC W. PENZEIZ
	Date of birth $Y_{i,j}$ $Y_{$
	Home address <u>& WILMINGTON DE.</u>
	City/state/zip MELVILLE, NY 1/747
	Business address 1320 REX CORP PLAZA
	City/state/zip UNIONDALE, MY 1/556-1330
	Telephone 5/6-327-06/8
	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 7/1/4
	(Other)
Э.	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 Y YES: If Yes, provide details.
3 .	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.

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.

abbrob	e a detailed response to all questions checked "YES". If you need more space, photocopy the riate page and attach it to the questionnaire.
7. In t Sec	he past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in otion 5 in which you have been a principal owner or officer:
	 Been debarred by any government agency from entering into contracts with that agency? NO _K 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 大 YES If Yes, provide details for each such instance.
1	:. 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 人 YES If Yes, provide details for each such instance.
Ċ	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.
portici initiai proce respo	e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any part of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings and more than 7 years ago and/or is any such business now the subject of any pending bankruptcy pedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed onse to all questions checked "YES". If you need more space, photocopy the appropriate page and in it to the questionnaire.)
a	Is there any felony charge pending against you? NO <u>×</u> YES If Yes, provide details for each such charge.
p)	Is there any misdemeanor charge pending against you? NO X YES If Yes, provide details for each such charge.
c)	Is there any administrative charge pending against you? NO X 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 Y 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 K 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 falled to file any required tax returns or falled 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. <u>FRICUS PENZER</u>, being duly swom, 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.

Swam to before me this Do day of	Jeur 20_16
Maura Eine	
Notary Public	MAURA EDNIE NOTARY PUBLIC, State of New York No. 01ED4971404 Qualified in Nassau County Commission Expires September 4, 20
THE SAFE CENTER. Name of submitting business	<u> </u>
ERICW-PENZER	, ANGELIAN FEATRES
Print fième	
Signature	
VICE PRESIDENT	AMERICA J
Title	
6,70,16	

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who field a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be typewritten or printed in link. 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.

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

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-1	
	Date of birth 4727/48
	Home address 5 HORSEMAN'S LANE
	City/state/zip MUTTONTOWN NY 1/791
	Business address 90 MERRICK AVE. 9TH FLOOR
	City/state/zip EAST MEADOW, NY 115.5LL
	Telephone 516-296-7000
	Other present address(es) 5 HORSEMANS LA
	City/state/zip MUTTONTOWN AN 11791
	Telephone 516 659 4 778
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable)
	President / / Treasurer / /
	Chaîrman of Board / / Shareholder / /
	Chief Exec. Officer / / Secretary 7 / / / / /
	Chief Financial Officer / / Partner / /
	Vice President / / /
	(Other)
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 V 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 VES If Yes, provide details

NOTE: An affirmative answer is required below whether the sarction 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 affach it to the questionnalie.

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- 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 addition performed at, for or or behalf of the submitting business entity and/or an affiliated business listed in response to Question 57 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.
- t.1. 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 Yest provide details for each such instance.
- 12. For the past b tax years, have you falled to tile any required tax returns or falled 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 PALSE STATEMENT TO CRIMINAL CHARGES.

I. CAROL A. GLICK , being duly swom, 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 of June 2016.

Rapi Khane

Notary Public

RAJNI KHANNA Notary Public - State of New York NO. 01KH6303223 Qualified in Nassau County My Commission Expires May 12, 2018

THE SAPE CENTER LI Name of submitting business

CAROL A. GUCK Print name

auch que

SECRETARY Title

6,27,16

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer/bidder. Answers must be 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.

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

	The state of the s
1.	Principal Name <u>Stephen & Bondi</u> Date of birth <u>02/04/1958</u>
	Home address 17 Meritoria Orive
	City/state/zip East Williston NV 11596
	Business address 400 MAdison Ave
	City/state/zip New York, NY 10017
	21.4 233
	Other present address(es)
	City/state/zip
	TelephoneList of other addresses and telephone numbers attached
	List of other addresses and telephone numbers attached
2.	Positions held in submitting business and starting date of each (check all applicable) President//_/_Treasurer//
	Chairman of Board//_Shareholder//
	Chief Exec. Officer/Secretary/
	Chief Financial Officer// Partner//
	Vice President//
	(Other)
3.	Do you have an equity interest in the business submitting the questionnaire? 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 YES, If Yes, provide details.
6.	WEFITTED AT VAN BIEMA VALUE PATRICUS LLC (745 FIFTH AVE. NV, NV 10/51). As of 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 VYES If Yes, provide details.
	I will se an office of Mittleman Investment Management, LLC located At the lucames Address in (1) Above.

8.

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 Secti	e past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in on 5 in which you have been a principal owner or officer:
	а	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? NOYES 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.
3.	and/or portion initiate process respon	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings and more than 7 years ago and/or is any such business now the subject of any pending bankruptcy edings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed use to all questions checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)
	a)	Is there any felony charge pending against you? NOYES If Yes, provide details for each such charge.
		Is there any misdemeanor charge pending against you? NOYES If Yes, provide details for each such charge.
	c)	Is there any administrative charge pending against you? NOYES 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 VES If Yes, provide details for each such conviction.
	ť)	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.

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. <u>STEPHEN G. GONDY</u>, 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 guestionnaire 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 Way of June

2016

TERRAY GREGORETTI Notary Public, State of New York Registration, #01 GR6103068
Qualified In Nassau County
Commission Expires December 15, 2018

<u>**Business History Form**</u>

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

	ISE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS)
O	110, and and the formation of the second sec
1)	Bidder's/Proposer's Legal Name: THE SAFE CENTER LIVE.
2)	Address of Place of Business: 15 & Burnman B.D. WEST, SWITE 1000, BETHPAGE
LI	at all other business addresses used within lest five years: //7/
3)	Mailing Address (if different):
	one <u>514-445-4700</u>
De	es the business own or rent its facilities? RENT
4)	Dun and Bradstreet number 94793397
5)	Federal I.D. Number: /1: 2444.327
6)	The bidder/proposer is a (check one). Sole Proprietorship Partnership Corporation Other (Describe)
	Does this business share office space, staff, or equipment expenses with any other business? Yes No If Yes, please provide details:
8)	Odes this business control one or more other businesses? Yes No/ If Yes please provide details:
9)	Does this business have one or more alfiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes No If Yes, provide details
•	Has the bidder/proposer ever had a bond or surely cancelled or forfejted, or a contract with Nessau 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)
	Manufacture -

busine: federal, owner i civil ani such in	past five years, has this business and/or any of its owners and/or officers and/or any effiliate is, been the subject of a criminal investigation and/or a civit anti-trust investigation by any state or local prosecuting or investigative agency? And/or, in the past 6 years, have any and/or officer of any affiliated business been the subject of a criminal investigation and/or a i-trust investigation by any federal, state or local prosecuting or investigative agency, when vestigation was related to activities performed at, for, or on behalf of an affiliated business. No
busines federal, of an af but not individu	asi 5 years, has this business and/or any of its owners and/or officers and/or any affiliated is been the subject of an investigation by any government agency, including but not limited state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officers and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officers and local regulatory agencies, for matters pertaining to that all a position at or relationship to an affiliated business. Yes No If Yes, provide or each such investigation.
14) Has an	r current or former director, owner or officer or managerial amployee of this business had,
either be	efore or during such person's employment, or since such employment if the charges in the events that ellegedly occurred during the time of employment by the submitting such ellegedly related to the conduct of that business.
pusines:	a) Any lalony charge pending? No Yes If Yes, provide details for each sec charge
	b) Any misdemeanor charge pending? No 🗸 Yes If Yes, provide details for easuch charge
	b) Any misdemeanor charge pending? No Yes If Yes, provide details for earning the charge
	b) Any misdemeanor charge pending? No Yes If Yes, provide details for earning the charge c) In the past 10 years, you been convicted, after trial or by piez, of any felony and/or a 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

	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 no to any professional license held? No Yes			
applicable and sawa detailed n	ast (5) lax years, has this business falled to file any required tax returns or falled to pay any a federal, state or local taxes or other assessed charges, including but not limited to water or charges? No If Yes, provide details for each such year. Provide a asponse to all questions checked 'YES'. If you need more space, photocopy the te page and attach it to the questionnaire.		
ppropriete p	alled response to all questions checked "YES". If you need more space, photocopy the age and attach it to the questionnaire		
7) Conflict of a)	l interest Please disclase		
	(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. $\nu o \nu E$		
	(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. \sim $\circ \sim \in$		
	(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 $NONE$		
b)	Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.		
	SHOULD A POTENTIAL CONFLICT OF INTEREST		
	ARICE WE WILL CONTACT THE COUNTY		

AND BE GUIDED ACCORDINGLY.

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:

- 1) Dale of fernation; SEE ATTHCHED
- 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. SEE ATTACHELL
- iv) State of incorporation (if applicable). NEW YORK
- v) The number of employees in the firm. 89
- vi) Annual revenue of firm; \$ 6,336,339
- vii) Summary of relevant accomplishments SEE ATTACHEO
- viii) Copies of all state and local licenses and permits. SEE ATTACHED
- 8. Indicate number of years in business. *SEE ATTACHE*()
- 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 bilder/proposer has provided similar services or who are qualified to evaluate the bilder's/proposer's capability to perform this work.

COMPANY NYS DIVISION OF CRIMINAL JUSTICE SERVICES
Contact Person KELLY STURENT
Address 80 SOUTH SWAW ST.
City/Siate ALBANY, NY 12210
Telephone <u>518 450 - 8430</u>
Fax# <u>UNKNOLUN</u>
E-Mail Address KELLY. STUDENT @ DC.TS. NY. GOV

COMPANY NYS OFFICE OF CHILDREN & FAMILY SERVICES
Contact Person JERI GUIDRY
Address 52 WASHINETON ST ROOM 334N
City/State RENSSELBER, NY 12/44
Telephone <u>518 - 474 - 7899</u>
Fax# <u>UW KNO WN</u>
E-Mail Address JERL GULDRY @ OCES. NY GOV
Company NYS OFFICE OF VICTIM SERVICES
Contect Person EMMA GRAHAM
Address 80 SOUTH SWAN ST. AND FLOOR
City/State ALBANY NY /33/0
Telephone 5/8-485-0943
Fax# 518-485-9294
E-Mail Address Emma. GRAHAM @ OUS. NY. GOV

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CERTIFICATION

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I. Sanca Outer Cyrothic Scott. 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 enswers 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 HTH day of MARCH Notary Public	NCOTTO COTTO CONTROL C
Name of submitting business: <u>JHE SAFE</u>	CENTER LL INC.
By. SANDRA OLIVA Print name	CYNTHIA SCOTT
Signature 10-EXEC- DIRECTOR	CO-EXEC DIRECTOR
Tille	and the second s

THE SAFE CENTER U. INC.

Attachments to Businers History Form

A & B: The mission of The Safe Center Li is to protect, assist and empower victims of family violence and sexual assault while challenging and changing social systems that tolerate and perpetuate abuse. The Safe Center is the only organization in Nassau County providing free comprehensive services to child and adult victims of family violence and sexual assault. Some of our services include Crisis Intervention provided through a 24 hour hotline (responding to over 6000 calls a year), emergency room advocacy, and outreach to victims after police intervention. Our Safe Home for Abused Families provides safety and shelter for victims of domestic abuse, and our transitional housing services provides case management and postshelter housing. The Child Advocacy Center houses a co-located multidisciplinary team including the NCPD Special Victims Squad, two Child Protective Services units, a NC Assistant District: Attorney and an Article 28 Clinic of NUMC, working closely with Safe center Child Victim Advocates in navigating the forensic investigation, supporting prosecution of the offender, and minimizing the trauma to the child and family. Individual and group counseling are provided to adult victims of domestic violence and sexual assault and our Children's mental Haalth Program provides services to child victims of domestic violence, teen dating violence, sexual assault and commercial exploitation. Our adult Sex Trafficking Program works with the NCTrafficking Court to provide advocacy and counseling to victims. Our Legal Department provides dvil legal assistance to Nassau County victims of domestic violence, dating violence, sexual assault and stalking. All of our client services are trauma informed and culturally sansitive, and particularly responsive to the needs of the unserved and underserved populations within the county. In addition to these direct client services, our Education Department, working closely with our many community partners, provides educational programs in schools and communities and training about the issues for professionals in such fields as education, law enforcement and medicine to increase awareness and prevent abuse.

The Safe Center II is a successful merger of the Nassau County Coalition Against Domestic Violence and The Coalition Against Child Abuse & Neglect. The two agencies collocated in office space in Bethpage in February of 2010 to create comprehensive one-stop-center for victims of Domestic Violence, Rape/Sexual Assault and Child Abuse and were formally merged January 3, 2014. Both organizations and thus The Safe Center have long standing histories of providing services to the residents of Nassau County and are basically the sole providers of such services. (The Coalition Against Child Abuse was established in 1979 and The Nassau county Coalition Against Domestic Violence in 1978.) Since merger, the agency has continued to grow and has added several new initiatives including an Adult Victim Advocate program, an Adult Trafficking program and a Safe Harbor program for sexually commercially exploited children.

the safe center

NEW TSCLI Board of Directors 2016

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C: 516-779-6662

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C: 516-532-7133 F: 516-626-2065 Abs528@sol.com

Linda Taub, Esq Home: 6 Degwood Hill Brookville, NY 11545 H: 516-666-9097 C: 516-384-4608 W: 516-802-4700 x4779 srammataub@amail.com



THE STATE OF THE S

THE CHILD SECTION OF THE PROPERTY OF SECTION OF THE PROPERTY O

Office of Children and Family Services

COUNTY OF NASSAU

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

1. Name of the Entity: THE SAFE CENTER LE INC.
Address: 15 GRUMMAN RO. WEST, SWITE 1000
City, State and Zip Code: BETHPAGE, NY 11714
2. Entity's Vendor Identification Number: 11-2442377
3. Type of Business:Public CorpPartnershipJoint Venture
Ltd. Liability CoClosely Held CorpOther (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
. List names and addresses of all shareholders, members, or partners of the firm. If the hareholder is not an individual, list the individual shareholders/partners/members. If a Publicly eld Corporation, include a copy of the 10K in lieu of completing this section. NO SHAREHOLDERS, MEMBERS OR PARTNERS
OF FIRM.
and the desired process from the state of th

Antiquistic com all'antiques dividantes	
1. above subsidiar be update	l affiliated and related companies and their relationship to the firm entered on line (if none, enter "None"). Attach a separate disclosure form for each affiliated or y company that may take part in the performance of this contract. Such disclosure shed to include affiliated or subsidiary companies not previously disclosed that particip formance of the contract.
N	ONE
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INEE DISSIPTION OF THE WASHINGTON	
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. List all	lobbyists whose services were utilized at any stage in this matter (i.e. nee bid
ord, post- organizati oefore - N committed lanning (evelopm erm "lobl	lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or on retained, employed or designated by any client to influence - or promote a matter lassau County, its agencies, boards, commissions, department heads, legislators or es, including but not limited to the Open Space and Parks Advisory Committee and Commission. Such matters include, but are not limited to, requests for proposals, ent or improvement of real property subject to County regulation, procurements. The pyist" does not include any officer, director, trustee, employee, counsel or agent of the Nassau, or State of New York, when discharging his or her official duties.
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(b) Describe lobbying activities description of lobbying activities	vity of each lobbyist. See below for a complete 1.
NO LOBBYII	NG ACTIVITY
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(c) List whether and where Nassau County, New York State):	the person/organization is registered as a lobbyist (e.g.,
,	CED LOBBYIST
8. VERIFICATION: This section n contractor or Vendor authorized as	nust be signed by a principal of the consultant, a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swe statements and they are, to his/her k	ears that he/she has read and understood the foregoing the true and accurate.
Dated: 5/30/16	Signed:
, .	Print Name: SANDIZA OLIVA
1	Title: CO-EXEC. DIRECTOR
5/20/16	Callel
	CYNTHIA SCOTT
	CO-EXEC DIRECTOR

Page 4 of 4

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

NAME	TITLE	OTHER AFFILIATION
llene Barshay, Esq.	Member	
Stephen G. Bondi, CPA	President	
Henry Davidson	Member	
Adam Dejak	Member	
Christine Egan-Philippides	Member	
Esther Fortunoff-Greene	Vice President	
Jane Garvey	Member	
Marilyn Genoa, Esq.	Member	
Carol Glick, Esq.	Secretary	
Deseriee Kennedy, Esq.	Member	Annual Company of the
Judy Marrazzo	Member	The state of the s
Russell G. Matthews	Member	The first of the second
George Medlin	Member	
Richard A. Mills, CPA	Treasurer	
Stacey Novick	Member	
Thomas Paccione, MBA	Member	
Eric W. Penzer, Esq.	Vice President	
Rubin Pikus	Member	And a principal parameters of the contract of
Elizabeth Ragozzino	Member	
Susan Ring	Member	
Alison Berns Simon, LC5W-R, BCD	Member	
Linda Taub, Esq.	Member	

CONTRACT FOR SERVICES

WITNESSETH:

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

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

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

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

Section 1. <u>Term.</u> This Agreement shall commence on November 1, 2016 and terminate on October 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional one (1) year terms.

Section 2. Services. The Contractor shall conduct the Adult Victim Advocates Program (AVAP). Adult Victim Advocates (AVA's) are an essential part of victim services. AVA's seek to ensure that individuals impacted by interpersonal violence can heal and receive justice. Serving as a liaison to the Department and other law enforcement agencies, AVAP will facilitate communication among systemic partners and provide victims with timely and accurate information on the nature of the legal process and the status of their case. AVA's support victims by accompanying them to forensic interviews, Grand Jury, Family, and Criminal Court proceedings and evidentiary medical appointments. Additionally, advocates can help in obtaining orders of protection, assist in writing Victim Impact Statements and arrange for victims to be notified if their assailant is released from incarceration. AVA's can also link victims to immigration attorneys affiliated with the Contractor to prepare an affidavit for a U Visa application, which is a nonimmigrant visa set aside for victims of crimes (and their immediate family members) who have suffered substantial mental or physical abuse and are willing to assist law enforcement and government officials in the investigation or prosecution of the criminal activity. AVA's are also available to accompany the victim to U.S. Immigration and Customs Enforcement interviews and hearings.

- **Section 3.** Payment. (a) Amount of Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all services provided under this Agreement shall not exceed One Hundred Thousand Dollars (\$100,000.00) (the "Maximum Amount"), as described in the budget in the attached Appendix "A".
- (b) <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").
- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than (1) month following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.
- (d) <u>No Duplication of Payments</u>. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. 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 (<u>i</u>) performed prior to termination, (<u>ii</u>) authorized by this Agreement to be performed, and (<u>iii</u>) not performed after the Contractor received notice that the County did not desire to receive such services.
- (f) <u>Reallocation Among Line Items</u>: The Contractor may reallocate monies among line items, <u>provided however</u>, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item without the prior written consent of the Department, Clause 10 notwithstanding.
- Section 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), be (<u>i</u>) deemed a County employee, (<u>ii</u>) commit the County to any obligation, or (<u>iii</u>) 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 "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

Section 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and 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.

Section 6. Compliance With Law.

- (a) <u>Generally.</u> The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <u>Nassau County Living Wage Law.</u> Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
 - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
 - (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
 - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

- (d) <u>Protection of Client Information</u>. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.
- Section 7. <u>Minimum Service Standards</u>. 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.
- Section 8. <u>Indemnification; Defense; Cooperation</u>. (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 "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
 - (d) The provisions of this Section shall survive the termination of this Agreement.

- Section 9. <u>Insurance</u>. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- (b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

Section 10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

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

As used in this Agreement the word "<u>Cause</u>" includes: (<u>i</u>) a breach of this Agreement; (<u>ii</u>) 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 (<u>iii</u>) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

- Section 13. <u>Limitations on Actions and Special Proceedings against the County.</u> No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (\underline{i}) one (1) year of the first to occur of (\underline{A}) final payment under or the termination of this Agreement, and (\underline{B}) the accrual of the cause of action, and $(\underline{i}\underline{i})$ the time specified in any other provision of this Agreement.
- **Section14**. **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.
- Section 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- Section 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above

for the County, (<u>iii</u>) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (<u>iv</u>) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

Section 17. All Legal Provisions Deemed Included; Severability; Supremacy.

- (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (<u>i</u>) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (<u>ii</u>) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- Section 18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- **Section 19.** Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Section 20. <u>Executory Clause</u>. Notwithstanding any other provision of this Agreement:

- (a) <u>Approval and Execution</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (<u>i</u>) all County and other governmental approvals have been obtained, including, if required, approval by the County Legislature, and (<u>ii</u>) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <u>Availability of Funds</u>. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank.]

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

Market State of State	THE SAFE CENTER LI, INC.
(CO) (CO)	By Chelle Deva
CYNTHIA SCOTT	Name: SANDRA OLIVA
CO-EXEC DIRECTOR	Title: CO-EXEC. DIRECTOR
8/9/16	Date: 8/9/11/2
·	NASSAU COUNTY
	Ву:
	Name:
	Title: County Executive
	□ Deputy County Executive

PLEASE EXECUTE IN <u>BLUE</u> INK

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

On the ATH day of AUGUST in the year 2016 before me personally came

SANDRA OLIVA CYNTHIA SCOTTINE personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of SUFFOLK NASSAU that he or she is the

(O-EXEC - DIRECTOR of THE SAFE CENTER L1, 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



STATE OF NEW YORK))ss.:

COUNTY OF NASSAU)

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

NOTARY PUBLIC

APPENDIX A

BUDGET

		TOTAL
PERSONNEL	<u>SALARY</u>	<u>AMOUNT</u>
Adult Victim Advocate	\$36,050.00	\$36,050.00
Adult Victim Advocate (Bilingual)	\$33,990.00	\$33,990.00
Assistant Director/Child Advocacy Center	\$2,300.00	\$2,300.00
Bookkeeper	\$2,000.00	\$2,000.00
SUBTOTAL PERSONNEL	\$74,340.00	\$74,340.00
		TOTAL
FRINGE BENEFITS	<u>AMOUNT</u>	<u>AMOUNT</u>
(19.639% of Personnel Costs)	\$14,600.00	\$14,600.00
		TOTAL
OTHER EXPENSES	<u>AMOUNT</u>	<u>AMOUNT</u>
Program/Office Supplies	\$500.00	\$500.00
Staff/Client Travel	\$2,900.00	\$2,900.00
Facility Rent	\$6,000.00	\$6,000.00
Client Expenses/Needs	\$1,660.00	\$1,660.00
SUBTOTAL OTHER EXPENSES	\$11,060.00	\$11,060.00

TOTAL PROGRAM COST \$100,000.00 \$100,000.00

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 antidiscrimination 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 arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

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

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

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

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

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.		
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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:			
	SANDRA OLIVA CYNTHIA SCOTT (Name) 15 GRUMMAN RD. WEST, STE 1000, BETHAGE (Address) 516-465-4700 (Telephone Number)			
	516 - 465 - 4700 (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.	initiated judicial action has Contractor in connection with feder	has not been commenced against or relating to the ral, state, or local laws regulating payment of wages or ional safety and health. If such a proceeding, action, or describe below:
	SEE ATTA	CHED
5.		to work sites and relevant payroll records by authorized ose of monitoring compliance with the Living Wage Law ints of noncompliance.
it is tru		ng statement and, to the best of my knowledge and belief, nent or representation made herein shall be accurate and
Dated	8/9/16	Signature of Chief Executive Officer
		SANDRA OLIVA CYNTHIA SCOTT Name of Chief Executive Officer
Sworn	to before me this	
	day of August, 2016.	NOORZAHAN B KHAN Notary Public, State of New York No. 02KH6258237 Qualified in Suffolk County Commission Expires March 26, 20
Notar	Public	

CERTIFICATE OF COMPLIANCE

#4

Although The Safe Center LI is not certain whether this falls within the information request, during the past 5 years, 2 former employees had filed complaints with the New York State Division of Human Rights (NYSDHR). The complaints were not initiated by any governmental agency. However, once someone files a complaint with the NYSDHR, this automatically triggers an investigation by the NYSDHR. These matters have since been dismissed by the NYSDHR.

A complaint has been filed by a client of the agency and is currently under review by the NYSDHR.