

### Department: Social Services

SERVICE Adoption Placement

# E-145-17

### Contract Details

NIFS ID #: CLSS17000027

NIFS Entry Date: 03/30 /17

Term: from 01/01/17\_to 12/31/17

| New            | Renewal                                    |                       | Mandated Progra                         | <br>m:                    |                                       |  |                    | Yes⊠  | No 🗌                    |  |  |  |
|----------------|--|-----------------------|---|---------------------------|---------------------------------------|--|--------------------|---|-------------------------|--|--|--|
| Ameno          |  |                       | Comptroller Appr                        | Yes⊠                      | No 🗌                                  |  |                    |   |                         |  |  |  |
|                | Extension                                  |                       |   | § 32 Compliance Attached: |                                       |  |                    |   | No 🗌                    |  |  |  |
| Addl.          | Funds                                      | e Attached:           | Yes                                     | , No ⊠                    |                                       |  |                    |   |                         |  |  |  |
| Blanke<br>RES# | et Resolution                              | 5)                    | Insurance Requir                        | ed                        |                                       | ( Yes⊠ No [                            |                    |   |                         |  |  |  |
| ${A}$          | gency Inform                               | nation                |   | <del></del>               | ,                                     | ······································ |                    |   | <del></del>             |  |  |  |
|                |  | /endo                 | <del>-4</del>                           |                           |                                       |  | County             | Denar   | tment                   |  |  |  |
| Name Far       | nily Focus Adoption Servi                  |                       | Vendor ID# 112869                       | )661                      |                                       | _                                      |                    | County Department  Department Contact Michael A. Kanowitz |                         |  |  |  |
|                |  |                       |   |                           |                                       |  |                    |   |                         |  |  |  |
|                | 54-40 Little Neck Parkway<br>eck, NY 11362 | , Suite 6             | Contact Person Jack<br>Brail ffasjack@d |                           |                                       |  | Address 60 Charles | s Lindberg  | Blvd                    |  |  |  |
| <b>,</b>       |  |                       | Phone 718 224 19<br>Fax 718 225 8360    |                           | ,                                     |  | Phone 516 227-74.  | 52  |                         |  |  |  |
|                |  |                       |   |                           | · · · · · · · · · · · · · · · · · · · |  |                    |   |                         |  |  |  |
|                | outing Slip                                | Ţ                     |   |                           | D. min                                |  |                    | <del>in de se</del> lvan <u>eza</u> e                     |                         |  |  |  |
| DATE<br>Rec'd, | DEPARTMENT                                 | Into                  | rnal Verification                       |                           | DATE<br>Appv'd&<br>Fw'd.              | S                                      | IGNATURE           | Le  | g. Appröval<br>Required |  |  |  |
|                | Department                                 |                       | ry (Dept)<br>ovl (Dept. Head)           |                           | 3/30/17                               | 9                                      | mal                |   |                         |  |  |  |
|                | ОМВ  | NIFS App              | proval<br>'                             | 换                         | 1/5                                   | (II                                    | Jan                | Not   | No Decquired if         |  |  |  |
| 418/17         | County Attorney                            | CA RE &<br>Verificat  | l Insurance<br>ion                      | V                         | 4/18/17                               | 4                                      | 1 Country          |   |                         |  |  |  |
| 444            | County Attorney                            | CA Appr               | oval as to form                         |                           | 4/19/19                               |  |                    |   |                         |  |  |  |
|                | Legislative Affairs                        | Fw'd Ori<br>CA        | iginal Contract to                      |                           | 0                                     |  |                    |   | :                       |  |  |  |
|                | Rules / Leg.                               |                       |   |                           |                                       |  |                    | Ye  | No 🗆                    |  |  |  |
| i<br>i         | County Attorney                            | NIFS Ap <sub>i</sub>  | proval                                  |                           |                                       |  |                    |   | Market Market           |  |  |  |
|                | Comptroller                                | NIFS Ap               | proval                                  |                           |                                       |  | M                  | ,   |                         |  |  |  |
| 6/4/4          | County Executive                           | Notariza<br>Filed wit | tion<br>h Clerk of the Leg.             |                           | 6/14/10                               |  | 1/11               |   | t                       |  |  |  |



### Contract Summary

Purpose: To provide preventive adoption services for children in the Department's care. (To amend contract to renew for a one year period under the original term of the agreement.)

Method of Procurement: This is a Human Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption) The vendor is currently providing services to us with a family since last year.

Procurement History: We have been using this vendor for many years

Description of General Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; preplacement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding / Price Analysis: County 30% Federal 50% State 20 %

Change in Contract from Prior Procurement: Not Applicable

Change in Contract from Prior Procurement: Not Applicable

Recommendation: (approve as submitted)

### Advisement Information

| Fund:        | GEN   |
|--------------|-------|
| Control;     | 76    |
| Resp:        | 7600  |
| Object:      | TT707 |
| Transaction: | CQ    |

| RENEWAL    |  |  |  |  |  |  |  |  |
|------------|--|--|--|--|--|--|--|--|
| % Increase |  |  |  |  |  |  |  |  |
| % Decrease |  |  |  |  |  |  |  |  |

| FUNDING SOURCE   | AMOUNT        |  |  |
|------------------|---------------|--|--|
| Revenue Contract | XXXXXXX       |  |  |
| County           | \$39,000.00   |  |  |
| Federal          | \$65,000.00   |  |  |
| State            | \$26,000.00   |  |  |
| Capital          | \$            |  |  |
| Other            | \$            |  |  |
| TOTAL            | \$ 130,000.00 |  |  |

Document Prepared By:

| LINE | INDEX/OBJECT CODE     | AMOUNT        |
|------|-----------------------|---------------|
| I    | and the second second | \$            |
| . 2  |                       | \$            |
| 3    |                       | \$            |
| 4    | TT707//SSGEN7600      | \$130,000.00  |
| 5    |                       | \$            |
| 6    |                       | \$            |
|      | TOTAL                 | \$ 130,000.00 |

| NIFS Certification                                   | Comptroller Certification  | Ount Eyecutive Approval |
|--|--|-------------------------|
| I certify that this document was accepted into NIFS. | I certify that an unencumbored balance sufficient to cover this contract is<br>prosent in the appropriation to be charged. | Name IIII               |
| Name   | Name   | Date 6/14/17            |
| Date   | Date   | (For Öffice Use Only)   |

132839

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU ON BEHALF
OF THE DEPARTMENT OF SOCIAL SERVICES AND FAMILY FOCUS
ADOPTION SERVICES

WHEREAS, the County has negotiated an amendment to a personal services agreement with Family Focus Adoption Services extending the term and extending payment, respecting the providing of adoption services, a copy of said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said amendment
to the agreement with Family Focus Adoption Services.

# CLSS17000027



## Nassau County Interim Finance Authority

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

| . Vendor:                             | Family Focus Adoption Se   | ervice                |   | · · · · · · · · · · · · · · · · · · · |                  |
|---------------------------------------|--|-----------------------|---|---------------------------------------|------------------|
| 2. Dollar amount re                   | quiring NIFA approval: \$  | 130,000.00            |   |                                       |                  |
| Amount to be end                      | cumbered: \$ 130,000.00  |                       |   |                                       |                  |
| This is a                             | New Contract Adviser   | ment 🗸 Ar             | mendment                                |                                       |                  |
| f advisement - NIFA                   | ount should be full amount of contr<br>only needs to review if it is increasi<br>unt should be full amount of amend            | ng funds above        | the amount p                            | reviously appr                        | oved by NIFA     |
| 3. Contract Term:                     | 01/01/17 to 12/31/17   |                       |   |                                       |                  |
| Has work or service                   | es on this contract commenced?   | ✓ Yes                 |   | _ No                                  |                  |
| If yes, please explai                 | n: Ongoing services.   |                       |   |                                       |                  |
| 4. Funding Source:                    |  |                       |   |                                       |                  |
| General Fund Capital Impro Other      | (GEN) vement Fund (CAP)  | Grant Fund (G         | RT)<br>Federal %<br>State %<br>County % | 20                                    |                  |
| Is the cash available fo              | r the full amount of the contract?   | ✓                     | Yes                                     | No                                    |                  |
| If not, will it requi                 | re a future borrowing?   |                       | Yes                                     | No                                    |                  |
| Has the County Legisla                | ature approved the borrowing?  |                       | Yes                                     | No                                    | N/A              |
| Has NIFA approved th                  | e borrowing for this contract?   |                       | Yes                                     | No                                    | ✓ N/A            |
| 5. Provide a brief d                  | escription (4 to 5 sentences) o  | f the item for        | which this                              | approval is r                         | equested:        |
| assisting the child(ren)              | e on an as needed basis adoption services to secure an adoptive home through the eveluation of interested prospective adoption | valuation of the chil | ld's placement ne                       | eds; pre-placeme                      | nt planning; the |
| 6. Has the item req                   | uested herein followed all pro   | oper procedu          | res and ther                            | eby approve                           | ed by the:       |
| Nassau County Att<br>Nassau County Co | orney as to form<br>mmittee and/or Legislature   | Yes                   | _ No                                    | _ N/A<br>_ N/A                        |                  |
| Date of approva                       | l(s) and citation to the resolut   | ion where ap          | proval for tl                           | his item was                          | provided:        |
|                                       |  |                       |   |                                       |                  |
|                                       |  |                       |   |                                       |                  |
|                                       |  |                       |   |                                       |                  |
| . Identify all contr                  | acts (with dollar amounts) wi  | th this or an         | affiliated pa                           | rty within th                         | e prior 12 mon   |
| CLSS160000                            | 03 as amended by CLSS  | 16000041              | \$109,200.0                             | 00                                    |                  |

#### **AUTHORIZATION**

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

| Signature  | Title                                 | Date   |
|--|---------------------------------------|--|
| Print Name   |                                       |  |
|  | COMPTROLLER'S                         | S OFFICE   |
|  | lassau County Approved Budget a       | ormation listed is true and accurate and is in nd not in conflict with the Nassau County |
| Regarding funding, plea  | ase check the correct response:       |  |
| I certify that the   | funds are available to be encumbe     | ered pending NIFA approval of this contract.   |
| <u> </u>   | onding for this contract has been app | roved by NIFA.  It the project requires NIFA bonding authorization  Date                 |
| Print Name   |                                       |  |
| Mary Control of the C | NIFA                                  |  |
| Amount being approve   | d by NIFA:                            |  |
| Signature  | Title                                 | Date   |
| Print Name   |                                       |  |

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos Comptroller



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

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

| CONTRACTOR NAME: Family Focus Adoption Services  |
|--|
| CONTRACTOR ADDRESS: 54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362  |
| FEDERAL TAX ID #: 112869661  |
| Instructions: Please check the appropriate box ("\overline{\Omega}") after one of the following roman numerals, and provide all the requested information.   |
| I.   The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in [newspaper] on [date]. The sealed bids were publicly opened on [date] [#] of sealed bids were received and opened.  |
| II.   The contractor was selected pursuant to a Request for Proposals.  The Contract was entered into after a written request for proposals was issued on [date]. Potential proposers were made aware of the availability of the RFP by advertisement in [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on [date] [state #] proposals were received and evaluated. The evaluation committee consisted of: |
| (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the  |
| scoring and ranking, the highest-ranking proposer was selected.  |

| III.   This is a renewal, extension or amendment of an existing contract.  The contract was originally executed by Nassau County on [date]. This is a  |
|--|
| renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after   |
| [describe  |
| procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.   |
| IV.   Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.  |
| ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:  |
| <b>B.</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 | 119-0, | the | department | is | purchasing | the | services |
|-----|-------------|-----|-----------|------------|--------|---------|--------|-----|------------|----|------------|-----|----------|
| rec | quired thro | oug | h an inte | r-municipa | l agre | ement.  |        |     |            |    |            |     |          |

VI. A 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.

CONTRACTOR HAS RECEIVED A SATISFACTORT EVALUATION In certain limited circumstances, conducting a competitive process and/or completing performance

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

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

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

VIII. A 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. $\square$ 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:  $\Box$  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.

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

## NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES

60 CHARLES LINDBERGH BLVD., SUITE 160 • UNIONDALE, NEW YORK 11553-3686

#### DEPARTMENTAL MEMO

TO:

Memorandum for the Record (MFR)

FROM:

Thomas A. Brooks, Management Analyst III

Quality Management, Research and Planning Unit

DATE:

May 16, 2017

SUBJECT: Memorandum for the Record (MFR): Family Focus Adoption Services: sole source justification

**Key phrases:** adoption transition services; adoption services; adoption counseling and support: adoption evaluation and placement

**Background:** DSS is the local County department responsible for the provision of public child welfare services, including child protective, preventive, foster care and adoption services. DSS provides casework counseling, referral, and concrete services directly to children freed for adoption and their foster and/or adoptive families until adoptions are legalized. Specialized services are required for "hard to place" children who are complexly traumatized, exhibit special needs, multiply betrayed children who experienced failed adoptions, are older and hard to place, or suffer from the effects of early relational trauma and traumatic loss. Adoption services recruit and train adoptive parents and prepare children for adoption.

Contractor Profile: Family Focus Adoption Services Jack Brennan, Executive Director 54-40 Little Neck Parkway, Suite 4 Little Neck, NY 11362

LI office: 535 Broadhollow Road, Suite B-42 Melville, NY 11747 (718) 224-1919 www.familyfocusadoption.org

**Description:** Family Focus provides a full range of adoption services including recruitment, orientation, and training of families for waiting children, intensified placement services, crisis intervention, post adoption services, and infant adoptions. Family Focus specializes in working with older, hard to place, special needs and multiply betrayed children who are freed for adoption. Family Focus recruits and trains families to serve that unique population.

### Sole source justification:

- Family Focus is *the only one source* for adoption services for older, hard to place, special needs and multiply betrayed children who are freed for adoption. A search of the 2-1-1 LI database (http://www.211li.org/cms/) of local health and human service agencies and programs indicates that there are no other agencies that provide the scope and nature of adoption services provided by Family Focus.
- There are no other services that provide the equivalent or similar benefits. Preparation includes a 14 week training that incorporates specific information on this population of children and provides real life examples of the experiences of both this unique sub-set of children and of the families who have adopted them.
  - o Family Focus utilizes a unique proprietary program, Relationships Are Decisions (RAD!), which involves each child having an assigned worker who meets with the child twice a month to understand the child's long-term goals for permanency and well- being then works with the child regarding the barriers to attaining these goals, particularly around the child's behavior. The assigned workers are themselves adoptive parents of multiply betrayed children and have first-hand experience which gives them the ability to form significant and meaningful relationships with the child, designed to allows for corrective experiences. Family Focus also provides a separate worker who meets twice a month with the prospective adoptive family.
  - The children referred to Family Focus are the children for whom neither birth family reunification nor adoption by the current foster parents are options any longer. Among this referral population are the most difficult to place children in the system, especially children with a diagnosis of Reactive Attachment Disorder. Many of these children have burned through (and burned out) a number of adoptive homes. Almost all of these kids have multiple diagnoses, and many are in group care, often residential treatment centers.
  - Also unique to Family Focus is the transition work which occurs between when the time the family meets the child and the time that the child moves in with the family. After each visit between child and family, the family would speak with their worker and report how the visit went. Things that needed to be changed are looked at; things that are done well are noted; plans for the next visit would be made. They would also plan the next step in the visiting and eventually to the placement. This same process continues after placement with the twice monthly RAD contacts. The culmination of the Transition is a Covenant Ceremony in which family and child sign personalized adoption Covenants explicitly and publicly expressing their commitment to the adoption. The Covenant Ceremony occurs prior to the finalization but is considered the unbreakable bond that supersedes the legal arrangement. Family Focus is also unique in their track record of not having adoption dissolutions because of the extensive front end work.
- The County's needs cannot be met by an alternative product or services that may be available from other vendors. Family Focus is the only provider offering the RAD

program which DSS deems effective. Similar services are provided by Downey Side and You Gotta Believe. Downey Side, located in NYC, provides services focused toward recruiting and training adoptive parents only. You Gotta Believe, also located in NYC, utilizes a youth-centered strategy for recruiting adoptive families; services are focused toward recruiting and training adoptive parents.

• The cost of the goods or services is reasonable in light of the benefits. See table below.

| Service  | Family Focus   | Downey Side  | You Gotta Believe** |  |  |  |
|--|--|--|---------------------|--|--|--|
| Family Study and<br>Training fee per<br>family                                   | \$1,600  | \$4,400 for a single parent \$5,400 for a couple (Prepare and certify families*) | \$3,500 (per child) |  |  |  |
| Transition work per child (work with adoptive family & children)                 | \$5,000 for 1 <sup>st</sup> child<br>\$2,500 for 2 <sup>nd</sup> & 3 <sup>rd</sup><br>child  | n/a  | n/a                 |  |  |  |
| Supervision (oversight of children in adoptive placement)                        | \$1,350 per month for 1 <sup>st</sup> child (\$675.00 per month for 2 <sup>nd</sup> & 3 <sup>rd</sup> child No fee for any additional children | n/a  | n/a                 |  |  |  |
| Family recruitment, pre-placement services, placement services, & administration | Included in above fees   | Included in above fees   | \$9,500             |  |  |  |

<sup>\*</sup>Downey Side prepares and certifies families only who then offer to adopt a child or children. Downey Side then connects them to the County to make the eventual placement as smooth as possible

<sup>\*\*</sup>fee per child

### Exhibit A



# POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

| 1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee? |
|---|
| N)0   |
|   |
| 2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.   |
| The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.   |
| The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.   |
| Dated: 12/14/16  Vendor: FANTHFOCUS ADOPTION SERVICES  Signed: FROM BLEN NAN  |
| Title: EXECVIVE DIREMOR   |

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

| 1, | Principal Name Jonathan Kleinman   |
|----|--|
|    | Date of birth  |
|    | Home address   |
|    | City/state/zip   |
|    | Business address SY-40 Lift b Neck PKD   |
|    | City/state/zip Lifty. Neck NV 11362  |
|    | Telephone  |
|    | Other present address(es) NONE   |
|    | City/state/zip   |
|    | Télephone NNE  |
|    | 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) BOARD MEMBY/2010-Present   |
| 3. | Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.  |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X 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? YES _ x NO _ ; If Yes, provide details. private therapeutic social work practice |

| 6.         | Section  | by governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES $\underline{\hspace{1cm}}$ NO $\underline{\hspace{1cm}}$ provide details.   |
|------------|--|---|
| ope<br>Pro | eration<br>ovide a   | affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.  |
| 7.         |  | past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:  |
|            | a.   | Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide 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? YES NO $\underline{x}$ 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? YES NO _x 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? YES NO $\underline{x}$ If Yes, provide details for each such instance.   |
| 8.         | bankru<br>the pa<br>bankru<br>any su<br>initiate<br>questi | any of the businesses or organizations listed in response to Question 5 filed a aptroy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one 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? YES NO _x if Yes, provide details for each such charge.   |
|            | b)   | Is there any misdemeanor charge pending against you? YES NO _X If Yes, provide details for each such charge.  |
|            | c)   | Is there any administrative charge pending against you? YES NO _x 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? YES NO _x 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?  YES NO _x 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? YES NO _X If Yes, provide details for each such occurrence.  |
| 9.  | years,<br>investi<br>subject<br>for, or<br>respon | have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the cit of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.           |
| 10. | listed i<br>anti-tro<br>includi<br>princip        | lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a ball owner or officer? YES NO _x If Yes; provide details for each such igation. |
| 11. | respor<br>proces                                  | past 5 years, have you or this business, or any other affiliated business listed in unse to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; le details for each such instance.   |
| 12. | applica   | e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $_{\bf X}$ If Yes, provide details for each such  |

#### CERTIFICATION

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

I, 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.

Hary Public - State of Figw York

Sworn to before me this / Alday of Deen by 20/16

NO. 01AT6140818

Overlifted in Westchester County

My Commission Expires Fab 13, 2018

My Commission Expires Fab 13, 2018

Name of submitting business

Print name

12,16,16

Date

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

| 1. | Principal Name <u>Farl W. Hassel</u>   |
|----|--|
|    | Date of birth  |
|    | Home address   |
|    | City/state/zip   |
|    | Business address S4-40 Little Deck VKD   |
|    | City/state/zip Little Neck NV/11262  |
|    | Telephone 7/8-224.19/9   |
|    | Other present address(es) Nont   |
|    | City/state/zip   |
|    | Telephone WONE   |
|    | 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 /_ / Zo/4  Chief Financial Officer/ _/ Partner/ _/  Vice President/ _/ (Other) |
| 3. | Do you have an equity interest in the business submitting the questionnaire? YES NOX 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? YESNO 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? YES NO; If Yes, provide details.   |

| 6.  | Sectio   | ny governmental entity awarded any contracts to a business or organization listed in n 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.   |
|-----|--|---|
| op: | eration<br>ovide a                                 | affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.   |
| 7.  | In the organi                                      | past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:  |
|     | a.   | Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide 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? YES NO 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, fallure to meet pre-qualification standards? YES NO 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? YES NO If Yes, provide details for each such instance.   |
| 8.  | the pa<br>bankru<br>any su<br>initiate<br>question | any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons 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? YES NO If Yes, provide details for each such charge.  |
|     | b)   | Is there any misdemeanor charge pending against you? YESNO <a href="https://www.ncbarge.com/yes/">NO <a href="https://www.ncbarg.com/yes/">NO <a href="https://wwww.ncbarge.com/yes/">NO <a href<="" td=""></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a></a> |
|     | c)   | Is there any administrative charge pending against you? YES NO 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? YES NO If Yes, provide details for each such conviction   |

|     | е)  | misdemeanor?  YES NO 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? YES NO If Yes, provide details for each such occurrence.  |
| 9.  | years,<br>investi<br>subject<br>for, or<br>respon | ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the it of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such gation. |
| 10. | listed i<br>anti-tru<br>includi<br>princip        | ition to the information provided, in the past 5 years has any business or organization n response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ng but not limited to federal, state, and local regulatory agencies while you were a sal owner or officer? YES NO If Yes; provide details for each such gation.  |
| 11. | respor<br>proces                                  | past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.   |
| 12. | applica   | e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such  |

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|----|------|---|----------|------------|---|-----|
|    | n ii | F |          |            | ı | I A |

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

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.

Swom to before me this 14 day of December 20\_16

NOTATY PORTE PUBLIC STATE OF NEW YORK

No. B1EN4049502

Qualified in New York County

My Commission Expires December 30, 20 18

Name of submitting business

Print name

Signature

Title

Date

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

| 1. | Principal Name DENISE L. PILGRIM   |
|----|--|
|    | Date of biture   |
|    | Home address   |
|    | City/state/zip   |
|    | Business address 54 10 LITTLE NECK PARKWAY   |
|    | City/state/zip LITTLE NECK, NY 11362   |
|    | Telephone 718-224-1919   |
|    | Other present address(es) NoX  |
|    | City/state/zip   |
|    | Telephone NONE   |
|    | 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 / /  |
| V  | Vice President) 9 / 1205 7+20 2010 9 120 12011   |
|    | (Other)  |
| 3. | Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.  |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X 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? YES X NO; If Yes, provide details. PILGRIM ADVISIBLY SERVICES LLC (CO-OWNER) |

| 6.         | Section  | ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO provide details.   |
|------------|--|---|
| ope<br>Pro | eration ovide a  | affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.   |
| 7.         |  | past (5) years, have you and/or any affiliated businesses or not-for-profit zations listed in Section 5 in which you have been a principal owner or officer:  |
|            | a.   | Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide 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? YES NO 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? YES NO 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? YES NO If Yes, provide details for each such instance.   |
| 8.         | bankru<br>the pa<br>bankru<br>any su<br>initiate<br>questi | any of the businesses or organizations listed in response to Question 5 filed a aptroxy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroxy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one 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? YES $\_\_$ NO $\times$ If Yes, provide details for each such charge.  |
|            | b)   | Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.   |
|            | c)   | Is there any administrative charge pending against you? YES NO X 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? YES NO 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? YES NO If Yes, provide details for each suc occurrence.  9. In addition to the information provided in response to the previous questions, in the 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 subject of an investigation where such investigation was related to activities perform for, or on behalf of the submitting business entity and/or an affiliated business listed response to Question 5? YES NO If Yes, provide details for each such investigation.  10. In addition to the information provided, in the past 5 years has any business or orgalisted in response to Question 5, been the subject of a criminal investigation and/or anti-trust investigation and/or any other type of investigation by any government againcluding but not limited to federal, state, and local regulatory agencies while you we principal owner or officer? YES NO 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 response to Question 5 had any sanction imposed as a result of judicial or administ proceedings with respect to any professional license held? YES NO If 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 applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? YES NO If Yes, provide details for each year. | y plea, of a nviction.  |
|---|---|
| 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 subject of an investigation where such investigation was related to activities perform for, or on behalf of the submitting business entity and/or an affiliated business listed response to Question 5? YES NO _X If Yes, provide details for each such investigation.  10. In addition to the information provided, in the past 5 years has any business or organisted in response to Question 5, been the subject of a criminal investigation and/or anti-trust investigation and/or any other type of investigation by any government againcluding but not limited to federal, state, and local regulatory agencies while you we principal owner or officer? YES NO _X 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 response to Question 5 had any sanction imposed as a result of judicial or administ proceedings with respect to any professional license held? YES NO _X If 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 applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? YES NO _X If Yes, provide details for each  | administrative or tails for each such   |
| listed in response to Question 5, been the subject of a criminal investigation and/or anti-trust investigation and/or any other type of investigation by any government againcluding but not limited to federal, state, and local regulatory agencies while you we principal owner or officer? YES NO If Yes; provide details for each succeinvestigation.  11. In the past 5 years, have you or this business, or any other affiliated business listed response to Question 5 had any sanction imposed as a result of judicial or administ proceedings with respect to any professional license held? YES NO If 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 applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? YES NO If Yes, provide details for each   | a civil anti-trust<br>tive agency and/or the<br>activities performed at,<br>ed business listed in |
| response to Question 5 had any sanction imposed as a result of judicial or administ proceedings with respect to any professional license held? YES NO If 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 applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? YES NO If Yes, provide details for each   | estigation and/or a civil<br>y government agency,<br>ncies while you were a                       |
| applicable federal, state or local taxes or other assessed charges, including but not to water and sewer charges? YES NO X If Yes, provide details for each   | idicial or administrative   |
|   | including but not limited   |

#### CERTIFICATION

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I, Device Riagrim, 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 K day of December 2016

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires 9/12/2020

Family Focus Adaption Asency Name of submitting business

Print\name

Signature

UP BOST OF Dreiters

12, 16, 2016

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

| 1. | Principal Name KOBERT F. MILGRIM   |
|----|--|
|    | Date of birth  |
|    | Home address   |
|    | City/state/zip   |
|    | Business address 54-40 LTTLE NECK PARKWAY  |
|    | City/state/zip LITTLE NECK, NY 11362   |
|    | Telephone 718 - 224 - 1919   |
|    | Other present address(es)N INTE  |
|    | City/state/zip   |
|    | Telephone NONE   |
|    | List of other addresses and telephone numbers attached   |
| 2. | Positions held in submitting business and starting date of each (check all applicable)   |
|    | President//  |
|    | Chairman of Board// Shareholder//  |
|    | Chief Exec. Officer// Secretary//  |
|    | Chief Financial Officer// Partner//  |
| v  | (Vice President) 91 12005 THEN 912012010   |
|    | (Other)  |
| 3. | Do you have an equity interest in the business submitting the questionnaire?  YES NO If Yes, provide details.  |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details.         |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO; If Yes, provide details.  PILGRIM ADVISORY SERVICES LLC  (OW)ER/CEO) |
|    | - TELECOMMUNICATIONS & GENTRAL MANAGEMENT<br>CONSULTING SERVICES Rev. 3-2016   |

| 6.   | Sectio   | ny governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X provide details.   |  |
|--|--|---|--|
| op:<br>Pro   | NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire. |   |  |
| 7.   | In the past (5) years, have you and/or any affiliated businesses or not-for-profit<br>organizations listed in Section 5 in which you have been a principal owner or officer:   |   |  |
|  | a.   | Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide 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? YES NO 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? YES NO 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? YES NO _X If Yes, provide details for each such instance.  |  |
| 8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings duthe past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and any such business now the subject of any pending bankruptcy proceedings, wheneve initiated? If 'Yes', provide details for each such instance. (Provide a detailed respons questions checked "YES". If you need more space, photocopy the appropriate page a attach it to the questionnaire.) |  | uptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of uptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and |  |
|  | a)   | Is there any felony charge pending against you? YES NO $\times$ If Yes, provide details for each such charge.   |  |
|  | b)   | Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.   |  |
|  | c)   | Is there any administrative charge pending against you? YES NO X 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? YES NO If Yes, provide details for each such conviction   |  |

|    | <ul> <li>e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?</li> <li>YES NO If Yes, provide details for each such conviction.</li> </ul>   |  |
|----|--|--|
|    | f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NO 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? YES NO If Yes, provide details for each such investigation. |  |
| 10 | 0. 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? YESNO 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? YES NO 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? YES NO If Yes, provide details for each such year.   |  |

#### CERTIFICATION

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1LGRIM, 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 16 day of December 2016

NOTARY PUBLIC OF NEW JERSEY My Commission Expires 9/12/2020

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

| 1. | Principal Name JOEL TRIDOVICH   |
|----|---|
|    | Date of birth   |
|    | Home address  |
|    | City/state/zip  |
|    | Business address 54-40 Little Neck OKOV   |
|    | City/state/zip LITILE NECK NY 11362   |
|    | Telephone 7/8-824-19/9  |
|    | Other present address(es)   |
|    | City/state/zip Ng NE  |
|    | Telephone   |
|    | List of other addresses and telephone numbers attached  |
| 2. | Positions held in submitting business and starting date of each (check all applicable)  President 7 / 3 / 1/987 Treasurer / /   |
|    | Chairman of Board// Shareholder//   |
|    | Chief Exec. Officer// Secretary//   |
|    | Chief Financial Officer// Partner/_/  |
|    | Vice President//  |
|    | (Other)   |
| 3. | Do you have an equity interest in the business submitting the questionnaire? YES NO If Yes, provide details.  |
| 4  | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO _X 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? YES NO; If Yes, provide details.  |

| 6.         | Section  | governmental entity awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO X provide details.   |
|------------|--|--|
| op-<br>Pre | eration o<br>ovide a d                                       | affirmative answer is required below whether the sanction arose automatically, by flaw, or as a result of any action taken by a government agency. etailed response to all questions checked "YES". If you need more space, photocopy tate page and attach it to the questionnaire.  |
| 7.         | In the p<br>organiz  | ast (5) years, have you and/or any affiliated businesses or not-for-profit ations listed in Section 5 in which you have been a principal owner or officer:   |
|            | a.   | Been debarred by any government agency from entering into contracts with that agency?  YES NOX 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? YES NO 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? YES NO 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? YES NO X If Yes, provide details for each such instance.  |
| 8.         | bankru<br>the pas<br>bankru<br>any su<br>initiate<br>questic | iny of the businesses or organizations listed in response to Question 5 filed a optoy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of optoy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chost business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.) |
|            |  | Is there any felony charge pending against you? YES NO _X If Yes, provide details for each such charge.  |
|            | b)   | Is there any misdemeanor charge pending against you? YES NO X If Yes, provide details for each such charge.  |
|            | c)   | Is there any administrative charge pending against you? YES NO X 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? YES NO If Yes, provide details for each such conviction.   |

|     | e)  | in the past 5 years, have you been convicted, after that or by plea, or a misdemeanor?   |
|-----|---|--|
|     |   | YES NO 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? YES NO _X If Yes, provide details for each such occurrence.  |
| 9.  | years,<br>invest<br>subject<br>for, or<br>respo | dition to the information provided in response to the previous questions, in the past 5, have you been the subject of a criminal investigation and/or a civil anti-trust tigation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO \( \sqrt{1} \) If Yes, provide details for each such tigation. |
| 10. | listed<br>anti-tr<br>includ<br>princip          | dition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil rust investigation and/or any other type of investigation by any government agency, fing but not limited to federal, state, and local regulatory agencies while you were a pal owner or officer? YES NO If Yes; provide details for each such tigation.  |
| 11. | respo<br>proce                                  | past 5 years, have you or this business, or any other affiliated business listed in onse to Question 5 had any sanction imposed as a result of judicial or administrative redings with respect to any professional license held? YES NO If Yes; the details for each such instance.  |
| 12. | applic  | ne past 5 tax years, have you failed to file any required tax returns or failed to pay any cable federal, state or local taxes or other assessed charges, including but not limited ter and sewer charges? YES NO If Yes, provide details for each such  |

#### CERTIFICATION

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

I, Tridovich , 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 16 day of Secentre 2016

Notary Public

SHARCN U PERSON
COMMISSION # 01PH334736
OTARY PUBLIC - STATE OF NEW YORK
WESTCHESTER COUNTY
COMMISSION EXPIRES 1/24/20

Family Focus Adoption Sorvice

Joel Fridovic

1-1-1

Chairman of the Board

12 / 16 / 2016 Date

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

| 1. | Principal Name   |
|----|--|
|    | Date of birth  |
|    | Home address   |
|    | City/state/zip   |
|    | Business address 54.40 Lifft Neck Pkwy   |
|    | City/state/zip Little Nock NV 11362  |
|    | Telephone 7/8.224.1919   |
|    | Other present address(es) NONE   |
|    | City/state/zip   |
|    | Telephone A JONZ   |
|    | 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 9 / / / / / 3 Secretary / /  |
|    | Chief Financial Officer / / Partner / /  |
|    | Vice President//   |
|    | (Other)  |
| 3. | Do you have an equity interest in the business submitting the questionnaire? YES NO if Yes, provide details.   |
| 4. | Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO If Yes, provide details. |
| 5. | Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO If Yes, provide details.                                      |

| 6.        | Section  | y governmental entily awarded any contracts to a business or organization listed in 5 in the past 3 years while you were a principal owner or officer? YES NO \$\frac{1}{2}\$ provide details.  |
|-----------|--|---|
| op<br>Pro | eration d<br>ovide a d                                       | affirmative answer is required below whether the sanction arose automatically, by if law, or as a result of any action taken by a government agency. It letailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.  |
| 7.        | In the porganiz  | east (5) years, have you and/or any affiliated businesses or not-for-profit<br>ations listed in Section 5 in which you have been a principal owner or officer:  |
|           | a.   | Been debarred by any government agency from entering into contracts with that agency?  YES NO If Yes, provide 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? YES $\_\_\_$ NO $X$ 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? YES NO 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? YES NO If Yes, provide details for each such instance.   |
| 8.        | bankru<br>the par<br>bankru<br>any su<br>initiate<br>questic | any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is such business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons 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? YES NO 👱 If Yes, provide details for each such charge.  |
|           | b)   | Is there any misdemeanor charge pending against you? YESNO If Yes, provide details for each such charge.  |
|           | c)   | Is there any administrative charge pending against you? YES NO 🔀 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? YES NO 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?  YES NO 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? YES NO If Yes, provide details for each such occurrence.   |
| 9.  | years,<br>investi<br>subject<br>for, or<br>respon  | lition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO If Yes, provide details for each such igation. |
| 10. | 0. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and/local regulatory agencies while you were a principal owner or officer? YES NO If Yes; provide details for each such investigation. |  |
| 11. | respondence:   | past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO If Yes; e details for each such instance.  |
| 12. | applic   | e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO If Yes, provide details for each such   |
|     |  |  |

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|-----|-----|---|----|---|---|---|---|
|     |     |   |    |   |   |   |   |

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

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 14th day of December 2016

Notary Public

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
No. 018U8280529
Oualified in Suffoik County
Cert Filed in Albany, Brook, Durchess, Kings, Nassau,
New York, Orango, Ousens, and Weatchester Counties
My Commission Expires 04-29-2017

Mame of suppositing business

RRENUM

Print name

Signature

Title

Date

#### **Business History Form**

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

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

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

| Date: 12/14/16  |    |
|---|----|
| 1) Proposer's Legal Name: FAMILY FOXOS FOOPY, ON SERVKES 2) Address of Place of Business: 54.40 Little Neck Place Little Neck Now       |    |
| 2) Address of Place of Business: 54.40 Little Neck DKD, Little Neck N   | // |
| _ist all other business addresses used within last five years:  |    |
| 3) Mailing Address (if different):  |    |
| Phone: 7/8.224.1919   |    |
| Does the business own or rent its facilities? Rent  |    |
| 4) Dun and Bradstreet number:   |    |
| 5) Federal I.D. Number: 11-2869661  |    |
| Sole Proprietorship Partnership Partnership Partnership Corporation Other (Describe) Not PROFIT CORPORATION                             |    |
| 7) Does this business share office space, staff, or equipment expenses with any other business?  Yes No If Yes, please provide details: |    |
| B) Does this business control one or more other businesses? Yes No X If Yes, please provide details:                                    | -  |

| 3)  | any other business? Yes No If Yes, provide details   |
|-----|--|
| 10) | Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes No If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).  |
| 11) | Has the proposer, during the past seven years, been declared bankrupt? Yes No If Yes, state date, court jurisdiction, amount of liabilities and amount of assets   |
| 12) | In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  Yes No If Yes, provide details for each such investigation |
| 13) | In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes No If Yes, provide details for each such investigation.  |
| 14) | Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending? Yes No _X If Yes, provide details for each such charge.  |
|     | b) Any misdemeanor charge pending? Yes No X If Yes, provide details for each such charge   |
|     | c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes  |

|  | The state of the s |
|--|--|
|  | d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  Yes No If Yes, provide details for each such conviction   |
|  | e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No If Yes, provide details for each such occurrence  |
| business he<br>respect to                | (5) years, has this business or any of its owners or officers, or any other affiliated had any sanction imposed as a result of judicial or administrative proceedings with any professional license held? Yes No; If Yes, provide details for instance.  |
| pay any ap<br>limited to v<br>such year. | st (5) tax years, has this business failed to file any required tax returns or failed to oplicable federal, state or local taxes or other assessed charges, including but not vater and sewer charges? Yes No If Yes, provide details for each Provide a detailed response to all questions checked 'YES'. If you need more obtocopy the appropriate page and attach it to the questionnaire   |
|  | ailed response to all questions checked "YES". If you need more space, appropriate page and attach it to the questionnaire.  |
| ') Conflict of<br>a)<br>conf             | Interest: Please disclose any conflicts of interest as outlined below. NOTE: If no licts exist, please expressly state "No conflict exists."  (i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  |
|  | (ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  |
|  | (iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.   |
| 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.  As per fur froced Dres mappal, should a potential conflict of Interest above and he solid according   |

# family Focus Adoption Services

EMPOWERING CHILDREN / TRANSFORMING LIVES
54-40 Little Nack Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 1ax; 718-225-8360 www.familylocusadoption.org

Family Focus Adoption Services was incorporated as a full service not for profit

New York State corporation on July 3, 1987. As a not for profit, no one has a (Aii)

financial interest in the company. (Ai)

Family Focus employs six line salary staff, four of them full-time (40 hours), and about thirty per diem workers. Our annual revenue is approximately \$500,000.

Family Focus has placed for adoption nearly 1000 children over our history. At one time or another, we have contracted with more than half of the 62 counties in New York State. We currently have 13 active county contracts. The administrative team of the agency has over one hundred years of combined experience in the adoption field. In 2010, Family Focus received the US Department of Health and Human Services Adoption Excellence Award in the category of "Support to Adoptive Families." Individual staff have also been recognized with other awards including the North American Council on Adoptable Children's Adoptive Activist Award and the Louis Hines Award for Exceptional Service to Children. In recognition of the agency's expertise in the adoption field, staff are frequently asked to do workshops at adoption training conferences in New York and in other states. In the past, Family Focus was awarded a statewide three year training contract to foster care and adoption supervisors about successful adoption practices.

In addition, Family Focus places children from outside of New York State, and currently has an active contract with Texas. In past years, the agency has placed children from Oregon, Ohio, North Carolina, Florida, and Iowa.

5/2/17

(AV 111) 5/2/17

### STATE OF NEW YORK OFFICE OF CHILDREN AND FAMILY SERVICES ALBANY, NEW YORK

#### KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the provisions of Section 460-a of the Social Services Law and Section 804 of the Not-for-Profit Corporation Law, due inquiry and investigation having been made, approval is hereby given to the filing of the annexed certificate of amendment of the certificate of incorporation of

#### Family Focus Adoption Services

on the condition that the purposes and duration included in the certificate as filed are consistent with the following purposes and duration:

to board out and place out destitute, delinquent, abandoned, neglected, abused or dependent children. The corporation's authority to board out and place out such children shall terminate on August 20, 2018. Furthermore, the duration of the corporation's ability to board out and place out children shall not be extended without the prior written approval of the New York State Office of Children and Family Services.

This approval will, upon filing of the certificate with the Secretary of State, give the corporation the authority to engage in the activities set forth or summarized above for the period of time set forth above.

IN WITNESS WHEREOF, this document is executed and the seal of the New York State Office of Children and Family Services is affixed this <u>09th</u> day of <u>QEDIEMBER</u>, <u>2014</u>.

Laura Velez

Deputy Commissioner

Division of Child Welfare and Community Services

#### FAMILY FOCUS ADOPTION SERVICES

BOARD OF DIRECTORS (as of September 30, 2016)

DIRÈCTORS WHOSE, TERM ENDS SEPTEMBER 30, 2017:

JUDITH BRAMBRUT - Adoptive parent; teacher (retired); founding Board member

Home phone: ; Cell phone: email: jbrambrut@aol.com; re-elected to the Board 2012

\*\*EARL HASSEL - Manager of Systems Training, Bloomingdales Inc., New York

Home phone: ; email: earl.hassel@gmail.com

KATHLEEN MCQUOWN - Adoptive parent; librarian (retired); storyteller

Home Phone: Cell: ; email: kathy.mcquown@gmail.com

ANDREW O'KEEFE - Adoptee, Custodian, Central Islip Fire District

email: americaneagle516@aol.com

\*\*DENISE PILGRIM - Communications Analyst , Macy's Inc. - 14 years on Board

Home phone: 🚉; Čell: 🖁 email: denny732@gmail.com

Stephen Stojowski-

;email: Stephen. Stojowski @gmail.com

#### DIRECTORS WHOSE TERM ENDS SEPTEMBER 30, 2018:

\*\*JOEL FRIDOVICH, MSW - Director, New Rochelle Alternative High School; Co-Chair, Board of Commissioners, New Rochelle Youth Bureau

- 20 years on Board

Home phone: work phone: email: JFridovich@aol.com

KEITH GRIFFIN - Technical Network Support Professional

Home phone ; Cell phone: (

email: keith.griffin@att.com

\*\*JONATHAN L. KLEINMAN, LCSW - Psychotherapist in private practice

; email: jkleinmanlcsw@gmail.com Cell phone:

INES MIYARES, Ph.D. - Adoptive parent; Professor of Geography, Hunter College

5; email: imiyares@hunter.cumy.edu Home phone:

\*\*ROBERT PILGRIM - Telecommunications Consultant

email: robp2727@gmail.com Cell phone: Home phone

Gina DeCrescenzo-Attorney

| email: gina@decrescenzolaw.com Phone:

Linda Schwartz-Retired-Suffolk County Dept. of Social Services

the second contract the contract of the contra

Phone:

Sandra Vilar-Ferreira -LCSW-Clinical Director Of Residential Services

; email: maslow88@verizon.net Phone:

DIRECTORS WHOSE, TERM ENDS SEPTEMBER 30, 2019:

ROSLYN BERNSTEIN - Adoptive parent; Medical Student Coordinator (retired)

; Cell phone: Email: ladyrose11@aol.com Home phone:

THERESA CHAN - Accountant (retired) - 14 years on Board

email: theresa.chan23@gmail.com Home phone:

2 years on Board RICK WHITAKER - Adoptive Parent; Director of Theater and Music email: rickawhitaker@gmail.com Work phone:

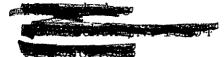
EMPOWERING CHILDREN / TRANSFORMING LIVES

54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 fax: 718-225-8360 www.familyfocusadoption.org

#### Officers (through 9/30/18):

President:

Joel Fridovich



Jfridovich@aol.com

Vice Presidents: Denise Pilgrim



denny732@gmail.com

Jonathan Kleinman



jkleinmanlcsw@gmail.com

Secretary: Earl Hassel



earl.hassel@gmail.com

Treasurer: Robert Pilgrim

robp2727@gmail.com

|           | Α,  | Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.  |
|-----------|-----|--|
|           | ~   | Should the proposer be other than an individual, the Proposal MUST include:  |
|           |     | i) Date of formation; Sex Attacked description)  |
| 12        |     | ii) Name, addresses, and position of all persons having a financial interest in the output of the company, including chareholders, members, general or limited partner;  |
|           |     | iii) Name, address and position of all officers and directors of the company; See AHAAA  |
|           | 1   | iv) State of incorporation (if applicable); See Jesus 17/10)   |
| , ,       |     | v) The number of employees in the firm; See Jeson Fibr   |
| 11,621,71 | \   | vi) Annual revenue of firm; See Jesus in this  |
| 4/10/11/  |     | vii) Summary of relevant accomplishments   |
|           |     | viii) Copies of all state and local licenses and permits. See Made M/5 /100000   |
|           | В.  | Indicate number of years in business.  |
|           | - 1 | Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.  OCAPY 1909 ANY OF WORTH NATAN COUPTY.  Provide names and addresses for no fewer than three references for whom the Proposer. |
|           | ъ.  | Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to   |
|           |     | perform this work.   |
|           |     | Company MAD KON COUNTY   |
|           |     | Contact Person ALAN HALL   |
|           |     | Address 133 NORTA COURT ST. 16 Box 637   |
|           |     | City/State WAMPS/18LE NY 13163   |
|           |     | Telephone 3/5-366-2226   |
|           |     | Fax# 315-366-2658  |
|           |     | E-Mail Address A/AU. HALL O J. FA. STATA, NU. 5  |

| Company CAYUGA CANTY DS  |
|--|
| Contact Person WENDY ARMSTRONS   |
| Address 160 Genesce St.  |
| City/State Avary Ny 13021  |
| Telephone 3/5. 253- 1644   |
| Fax#3/5. 252, 192!   |
| E-Mail Address 1 asy: Armstring a da, state. Ny. US  |
|  |
|  |
| Company U)ASKING/M CNNT) DES   |
| Company LI MS AIN & MI C NOVI) DSS  Contact Person TRAKY HUDSON  |
|  |
| Contact Person TRAKY HUDSON  Address So RA WAD WAY   |
| Contact Person TRAKY HUDSON  |
| Contact Person TRAKY HUDSON  Address So RA DAD WAY  City/State FULL LOWARD NY 12528                        |
| Contact Person TRAKY HUDSON  Address Son RRINDUNAY  City/State FURT LDWAD NY 12828  Telephone 508-746-234/ |

#### CERTIFICATION

| A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.  |
|--|
| 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 14th day of December 2016  |
| RICH BULEY-NEUMAR NOTARY PUBLIC-STATE OF NEW YORK No. 018U6280529 Qualified in Suffolk County Cart. Filed In Abary, Bronx, Dutchess, Kings, Nassau, New York, Orange, Queens, and Westchester Counties My Commission Expires 04-29-2017  |
| Name of submitting business: FAMILY FOCUS ADDITION SERVICES  |
| By: JACK BRENDAN  Print name  Signature  Exactly a live for Title  |
| 12 114 16<br>Date  |



EMPOWERING CHILDREN / TRANSFORMING LIVES
54-40 Little Neck Parkway, Suite 6, Little Neck, NY 11362 718-224-1919 fax: 718-225-8360 www.familyfocusadoption.org

Family Focus Adoption Services was incorporated as a full service not for profit New York State corporation on July 3, 1987. As a not for profit, no one has a financial interest in the company.

Family Focus employs six line salary staff, four of them full-time (40 hours), and about thirty per diem workers. Our annual revenue is approximately \$500,000.

Family Focus has placed for adoption nearly 1000 children over our history. At one time or another, we have contracted with more than half of the 62 counties in New York State. We currently have 13 active county contracts. The administrative team of the agency has over one hundred years of combined experience in the adoption field. In 2010, Family Focus received the US Department of Health and Human Services Adoption Excellence Award in the category of "Support to Adoptive Families." Individual staff have also been recognized with other awards including the North American Council on Adoptable Children's Adoptive Activist Award and the Louis Hines Award for Exceptional Service to Children. In recognition of the agency's expertise in the adoption field, staff are frequently asked to do workshops at adoption training conferences in New York and in other states. In the past, Family Focus was awarded a statewide three year training contract to foster care and adoption supervisors about successful adoption practices.

In addition, Family Focus places children from outside of New York State, and currently has an active contract with Texas. In past years, the agency has placed children from Oregon, Ohio, North Carolina, Florida, and Iowa.

#### COUNTY OF NASSAU

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

| Campy Fire Francis (20) (25)   |
|--|
| 1. Name of the Entity: PAMILY FOCUS ADOMION SERVICES  Address: 54.40 Little Neek PKW   |
| Address: 54-40 Little Next 1/KW  |
| City, State and Zip Code: 11/16 Ne14 NY 1/362  |
| 2. Entity's Vendor Identification Number: 112869661  |
| 3. Type of Business:Public CorpPartnershipJoint Venture  |
| Ltd. Liability CoClosely Held Corp Not Fax WWIT Other (specify)  |
| 4. List names and addresses of all principals: that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary): |
| ADDITIONAL SHEET ATTACKED  |
|  |
| 5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.   |
|  |
|  |

| 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.  7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The | Page 2 of 4   |                |
|--|---|----------------|
| 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.  7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The |   |                |
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| bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The  |   |                |
| term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.  (a) Name, title, business address and telephone number of lobbyist(s):  | bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person organization retained, employed or designated by any client to influence - or promote a matt before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. It term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of County of Nassau, or State of New York, when discharging his or her official duties. | er<br>d<br>The |
| None   | None  |                |
|  |   |                |

#### Page 3 of 4

| description of lobbying activities.  |
|--|
|  |
| NONE   |
|  |
| (c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):  |
| NINE   |
|  |
| 8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts |
| The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.                        |
| Dated: 12/14/16 Signed: Signed:  |
| Print Name: JAKKAWAW   |
| Title: EXECUSIVE 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.

#### FAMILY FOCUS ADOPTION SERVICES

#### BOARD OF DIRECTORS (as of September 30, 2016)

#### DIRECTORS WHOSE TERM ENDS SEPTEMBER 30, 2017:

JUDITH BRAMBRUT - Adoptive parent; teacher (retired); founding Board member re-elected to the Board 2012

\*\*EARL HASSEL - Manager of Systems Training, Bloomingdales Inc., New York

KATHLEEN MCQUOWN - Adoptive parent; librarian (retired); storyteller

ANDREW O'KEEFE - Adoptee, Custodian, Central Islip Fire District

\*\*DENISE PILGRIM - Communications Analyst, Macy's Inc. - 14 years on Board

Stephen Stojowski

#### DIRECTORS WHOSE TERM ENDS SEPTEMBER 30, 2018:

\*\*JOEL FRIDOVICH, MSW - Director, New Rochelle Alternative High School; Co-Chair, Board of Commissioners, New Rochelle Youth Bureau

KEITH GRIFFIN - Technical Network Support Professional

\*\*JONATHAN L. KLEINMAN, LCSW - Psychotherapist in private practice

INES MIYARES, Ph.D. - Adoptive parent; Professor of Geography, Hunter College

\*\*ROBERT PILGRIM - Telecommunications Consultant

Gina DeCrescenzo - Attorney

Linda Schwartz-Retired-Suffolk County Dept. of Social Services

Sandra Vilar-Ferreira -LCSW-Clinical Director Of Residential Services

#### DIRECTORS WHOSE, TERM ENDS SEPTEMBER 30, 2019:

ROSLYN BERNSTEIN - Adoptive parent; Medical Student Coordinator (retired)

THERESA CHAN - Accountant (retired) - 14 years on Board

RICK WHITAKER - Adoptive Parent; Director of Theater and Music

#### DIRECTORS WHOSE, TERM ENDS SEPTEMBER 30, 2019:

ROSLYN BERNSTEIN - Adoptive parent; Medical Student Coordinator (retired)

THERESA CHAN - Accountant (retired) - 14 years on Board

RICK WHITAKER - Adoptive Parent; Director of Theater and Music

#### \*\*OFFICERS (through 9/30/18):

PRESIDENT:

JOEL FRIDOVICH

VICE PRESIDENTS: DENISE PILGRIM; JONATHAN L. KLEINMAN, LCSW

SECRETARY:

EARL HASSEL

TREASURER:

ROBERT PILGRIM

#### STATE OF NEW YORK OFFICE OF CHILDREN AND FAMILY SERVICES ALBANY, NEW YORK

#### KNOW ALL PERSONS BY THESE PRESENTS:

Pursuant to the provisions of Section 460-a of the Social Services Law and Section 804 of the Not-for-Profit Corporation Law, due inquiry and investigation having been made, approval is hereby given to the filing of the annexed certificate of amendment of the certificate of incorporation of

#### Family Focus Adoption Services

on the condition that the purposes and duration included in the certificate as filed are consistent with the following purposes and duration:

to board out and place out destitute, delinquent, abandoned, neglected, abused or dependent children. The corporation's authority to board out and place out such children shall terminate on August 20, 2018. Furthermore, the duration of the corporation's ability to board out and place out children shall not be extended without the prior written approval of the New York State Office of Children and Family Services.

This approval will, upon filing of the certificate with the Secretary of State, give the corporation the authority to engage in the activities set forth or summarized above for the period of time set forth above.

> IN WITNESS WHEREOF, this document is executed and the seal of the New York State Office of Children and Family Services is affixed this <u>and</u> day of

DEDTEMBER, 2014.

Laura Velez

Deputy Commissioner

Division of Child Welfare and Community Services

#### AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2017, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 as amended by the amendment executed on behalf of the County on August 11, 2015 as amended by the amendment executed on behalf of the County on February 29, 2016 as amended by the amendment executed on behalf of the County on March 21, 2017 (the "Original Agreement"), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2016 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 (\$244,800.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Agreement

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

- 1. <u>Renewal Term.</u> The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the <u>"Amended Agreement"</u>), shall be December 31, 2017.
- 2. <u>Services.</u> Section 2.C(6) of the Original Agreement is hereby amended and shall read in its entirety as follows;
- 2.C(6)"Relationships Are Decisions". Relationships Are Decisions Program (RAD) involves having each child assigned a transition worker who meets with the child at least monthly to understand the child's long-term goals for performance and then work with the child regarding the obstacles that have existed both historically and currently in the child's behavior. The key

to working successfully with these children is the ability for the worker to connect with them. Such a relationship provides a positive framework that replicates community norms, bolsters internal support, and allows for corrective experiences. The Contractor shall also provide a separate worker who shall speak at least monthly with the prospective adoptive family for those children who wish to be adopted and have a prospect of being adopted. As to those youth age 18 and over who do not wish to be adopted and have no prospect of being adopted, the Contractor shall provide only the transition worker who shall meet at least monthly with the youth.

- 3. <u>Payment.</u> Section 3(a)(E) of the Original Agreement is hereby amended and shall read in its entirety as follows:
- 3(a)(E)(1). The Contractor will bill and County will pay TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$2,580.00) per child per month, billable monthly, for RAD program services as described in Section 2(c)(6) as to those children who have a prospect of adoption.
- 3(a)(E)(2). The Contractor will bill and County will pay TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$2,580.00) per child per month, billable every other month, for RAD program services as described in Section 2(c)(6) as to those youth age 18 and over who do not wish to be adopted and have no prospect of adoption.
- 4. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all services provided under the Amended Agreement shall be Three Hundred Seventy Four Thousand Eight Hundred Dollars and 00/100 (\$374,800.00) (the "Amended Maximum Amount").
- 5. <u>Full Force and Effect</u>. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

#### FAMILY FOCUS ADOPTION SERVICES

| By: JACK BRENNON  Name: FRENNON  Title: EXECUTIVE DIRECTOR  Date: 12/14/16 |
|--|
| NASSAU COUNTY  |
| By:<br>Name:   |
| Title: County Executive  |
| ☐ Deputy County Executive  |

PLEASE EXECUTE IN BLUE INK

131273

| 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 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  |
| STATE OF NEW YORK) )ss.: COUNTY OF NASSAU )  |
| On the 14th day of <u>Detember</u> in the year 2016 before me personally came <u>Jack Brennan</u> to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Orange</u> ; that he or she is the <u>Executive Director</u> of <u>family Tocus Adoption Services</u> 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. |
|  |

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
NO. 01BU6280529
Qualified in Suffolk County
Cert. Filed In Albeny, Branx. Dutchess, Kings, Nasseu,
New York, Orange, Queens, and Westchester Countles
My Commission Expires 04-29-2017

NOTARY PUBLIC

#### U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 87.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

| Name and Tite of Authorized Representative                       | 12/14/16 |
|--|----------|
| zerod fil  | 12/14/16 |
| Signature  FANILLY FOLLS DOCFTION SERVICES  Name of Organization | Data     |
| 54-40 Little Nex Phon Cittle Nex                                 | UY 11242 |
| Address of Organization  | 1-1-1-   |

OUP FORM 4061/1 (REV. 2/99) Previous aditions are obsoleta

#### Instructions for Certification

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

#### COUNTY OF NASSAU

#### Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz

Planning & Research

Department of Social Services

Date: March 31, 2017

Subject: Family Focus Adoption Services

Adoption Services Renewal 2017

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

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated December 13, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

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

Att. 10099 132862





### DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

December 13, 2016

#### VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Re. - Contract: Family Focus Adoption Services

Adoption Services Renewal 2017

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

5/

Michael A. Kanowitz Quality Management, Research and Planning

cc: Keith Cromwell-Office of Labor Relations Jerry Laricchuita, President Local 830 CSEA Richard Dopkin, Vice President Local 830 CSEA ENCLOSURE 13792



TARA

## NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES 60 CHARLES LINDBERGH BLVD., SUITE 160 UNIONDALE, NEW YORK 11553-3686

Phone: 516-227-7474 Fax: 516-227-8432 Web: http://www.nassaucountyny.gov/

#### **Contractor Evaluation Form**

| Contract Number:   |   |                            |   | DF044544444444444444444444    |                             |
|--|---|----------------------------|---|-------------------------------|-----------------------------|
| Contract Name: FAMII   |   |                            |   | •••••                         |                             |
| Service Provided:  |   |                            |   |                               |                             |
| Evaluation Period: From: <u>January</u>  | <i>1, 2016</i> To   | : <u>Octobe</u>            | r 31, 201                               | <u>6</u>                      |                             |
| Evaluator's Name, Title, Phone #:  | MARIA LAURIA  |                            |   |                               |                             |
| Date: 10-3-16  | ************  | *************              | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | •••••                         |                             |
| Please evaluate the contractor's perfethrough (e), provide your overall asserbefinitions of the rating scale and ratic comments may be provided on a seperature of the complete provided on the comp | essment of contract<br>ing factors are prov<br>arate sheet. | or performa<br>ided on the | nce and a<br>back of th                 | inswer the fi<br>iis form. Ad | inal question.<br>Iditional |
| PERFORMANCE EVALUATION   | Unsatisfactory  | Poor                       | Fair                                    | Good                          | Excellent                   |
| FACTORS  | 1   | 2                          | 3                                       | 4                             | 5                           |
| a. Quality of Service  |   |                            |   |                               | <b>-</b>                    |
| b. Timeliness of Service   |   |                            |   |                               |                             |
| c. Cost Effectiveness  |   |                            |   |                               | V                           |
| d. Responsiveness to DSS Requests  |   |                            |   |                               |                             |
| e. Number of Complaints  |   |                            |   |                               |                             |
| f. Problem Resolution  |   |                            |   |                               | <u> </u>                    |
| Overall Performance Evaluation   |   |                            | 1                                       | 1.                            | <u> </u>                    |
| Do you recommend the contractor for If rated 3 or lower & Yes checked, please  |   | Yes N                      | 0                                       |                               |                             |
|  |   |                            |   |                               |                             |



Department: Social Services

# SERVICE Adoption Placement

#### Contract Details

NIFS ID #: CQSS1400000.3

NIFS Entry Date: 03/03/14

Term. from 01 01 14\_\_\_to 12 31 14

| New 🗵 Renewa! 🗌            | 1) Mandated Program:                             | Yes 🔀 | No 🗌      |
|----------------------------|--|-------|-----------|
| Amendment                  | 2) Comptroller Approval Form Attached.           | Yes⊠  | <br>No [] |
| Time Extension             | 3) CSEA Agmt. § 32 Compliance Attached:          | Yes 🔀 | No 🗌      |
| Addl. Funds                | 4) Vendor Ownership & Mgmt. Disclosure Attached. | Yes   | No 🗌      |
| Blanket Resolution<br>RES# | 5) Insurance Required (                          | Yes   | No 🗆      |

### Agency Information

| Vendor  |  |  |
|---|--|--|
| Name Family Focus Adoption Service                                  | Vindur (D4 - 112369661   |  |
| Address 54-4) Little Neck Parkway, Suite 6<br>Little Neck, NY 11362 | Contact Person - Jack Brenner<br>Email - Masjack $\hat{g}$ earthlink net |  |
|   | Phone 713 224 1919<br>Fax 718 225 8360                                   |  |

| County Dep                   | artment     |
|------------------------------|-------------|
| Department Contact VII chael | A. Kanowitz |
| Address 60 Charles Lind      | berg Blvd   |
| Phone 516 227-7743           |             |
|                              |             |

### Routing Slip

| DATE<br>Rec'd. | DEPARTMENT          | Internal Verification                       | DATE<br>Appy'd&<br>Fw'd. | SIGNATURE    | Leg. Approval Required                       |
|----------------|---------------------|---|--------------------------|--------------|--|
|                | Department          | MFS Entry (Dept)<br>MFS Appvl (Dept. Head)  | B3/5/14                  | Sol          |  |
| -              | OMB                 | MFS Approval                                | □ 3  <sub>1</sub> ,      | Cuttingon    | Yes No No Not required it blanket resolution |
| 3/3/4          | County Attorney     | CA-RE & Insurance<br>Venification           | J 3/13/14                | a Comet.     |  |
| 313/16         | County Attorney     | CA Approval as to form                      | 13/13/H                  | 1116         | 1  |
| , <i>I</i>     | Legislative Affairs | Fw'd Original Contract to<br>C4             | J 3/17/14                | Hugor ( Many |  |
|                | Rules Leg.          |   |                          |              | Yes□ No □                                    |
|                | County Attorney     | NIFS Approval                               | Daybile.                 | WDE Take     | i  |
|                | Comptroller         | MFS Approval                                |                          | 140 SB SB    | 1141   |
|                | County Executive    | Notarization<br>Filed with Clerk of the Leg | 3/17/1                   |              |  |

THIS AGREEMENT, dated as of ,201 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd, Uniondale, New York 11553 (the "Department"), and (ii) FAMILY FOCUS ADOPTION SERVICES, a not-for-profit corporation of the State of New York, having its principle office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York 11362 (the "Contractor").

#### WITNESSETH:

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

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

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

- 1. <u>Term.</u> The term of this Agreement shall be from January 1, 2014 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for four (4) additional one (1) year terms.
- 2. <u>Services</u>. It being fully understood that this Agreement is strictly on an "as needed" basis and does not obligate the County to call upon the Contractor to render services. The services to be provided by the Contractor under this Agreement (the "<u>Services</u>") shall be as follows:
- (a) The County, acting on behalf of the Department, hereby hires and retains the Contractor to provide to the Department on an "as needed" basis, adoption services for the child(ren) placed with the Contractor.
- (b) Adoption services means assisting the child(ren) to secure an adoptive home through the evaluation of child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents; counseling for families after placement; supervision of children in adoptive homes until legal adoption: and counseling of adoptive families after legal adoption.
  - (c) Adoptive placement means the child(ren) has/have been placed into a home for the purpose of adoption and the Department and adoptive parent or the child's foster parent have signed an adoption agreement and the facts of such placement have been recorded in a bound volume in accordance with Subdivision 5 of Section 384 of the Social Services Law.

- (1) The Department agrees to be responsible for providing all adoption services not contracted to be provided for by the Contractor, and to include, but not be limited to, the following:
  - (i) Retain legal custody of the child(ren).
- (ii) Provide for support and maintenance of the child(ren) until legalization or termination of service.
- (iii) Pay adoptive parents for support and maintenance of child(ren) to the extent allowed by New York State laws, rules and regulations.
- (iv) Accept child(ren) back for future care and planning if removal of the child(ren) is indicated upon a minimum of one (1) week's notice by the Contractor.
- (v) Allow Contractor, upon immediate notification to the Department, to move child(ren) to another certified foster home for emergency or respite placement.
  - (vi) Provide supporting documents necessary for the adoption of the child(ren).
  - (2) The Contractor agrees to provide adoptive services as follows:

#### A. Family/Home Study and Training

Complete a Family/Home Study and provide adoption training in order for a family to be licensed. Adoption modified MAPP (Model Approach to Partnership in Parenting) training which consists of an introductory two hour session and then three six hour Saturday sessions covering such topics as Child Development; abandonment and its consequences; and understanding foster care. Families hear from an adult who was adopted from the foster care system as a teen and from an adult who adopted children from the foster care system.

#### B. Transition Work

Preparation work that is done between the time the family meets the child(ren) and the time that the child(ren) moves in with the family. This usually takes nine months. The family has one transition worker and the child(ren) has a different transition worker. After each visit between child(ren) and family, the family would speak with their transition worker and report how the visit went. Things that needed to be changed are looked at; things that are done well are noted; plans for the next visit would be made. The child(ren)'s transition worker would visit with him/her after each visit until about 1/3 of the way into the process, when the visits would become monthly. All visits are in person. The child(ren)'s transition worker would go over the visit with the child(ren) and offer a tremendous amount of support. They would also plan the next step in the visiting.

The culmination of the transition would be a Covenant Ceremony, held at Contractor's office, in which family and child sign personalized adoption Covenants explicitly and publicly expressing their commitment to the adoption.

#### C. Supervision

(i) Provide adoptive services care for the child(ren), including arrangement of any necessary evaluations, therapy and other service interventions.

(ii) Make supervisory visits to the adoptive family at least once a month until legalization and after, if mutually agreed upon by involved parties. The worker will also visit on emergency basis if/as necessary.

(iii) Send copies of progress notes bi-monthly to the Department, including documentation of each visit as mandated by the utilization review guidelines.

(iv) Report immediately any unforeseen difficulties to the Department.

(v) Cooperate with the Department in planning for the transfer of the child(ren) to another placement home, if circumstances dictate such action.

(vi) Cooperate with the Department in planning for the return of the child(ren) if the removal of the child(ren) is indicated, or if circumstances dictate such action.

(vii) Prepare and evaluate documents for the child(ren)'s adoption.

(viii) Prepare legal adoption documents for the Department. The Contractor will provide investigation reports and provide the Court with any documents that need a case work assignment.

(ix) Provide support and guidelines to adoptive parents to complete legal adoption.

- (3) The Contractor agrees that it is an organization as defined by Sections 371.10(a) and (b) of the Social Services Law.
- (4) Contractor may provide reasonable transportation services to support and render services under this contract upon written approval from the Department.
- (5) Counseling Services: Counseling provided to birth parents, by a licensed social worker, regarding the decision to execute a surrender of parental rights for a child who is in the foster care system, or who will entering the foster care system. Counseling to include discussions prior to a potential surrender of parental rights and post counseling to assist the birth parent after a surrender of parental rights is executed, and accompanying birth parent to Family Court as a support during the surrender of parental rights by the birth parent. In addition, a Family Focus licensed social worker could serve as a witness in an extra judicial surrender and/or train Nassau County Department of Social Services staff to serve as a party to an extra judicial surrender as follows: In any case where a surrender is not executed and acknowledged before a judge or surrogate such surrender shall be executed and acknowledged by the parent, in the presence of at least two witnesses. At least one witness shall be an employee of an authorized agency trained, in accordance with the regulations of the department of children and family services, to receive surrenders. At least one witness shall be a person who is either a licensed master social worker, licensed clinical social worker or an attorney and who is an employee, volunteer, consultant or agent of or attorney for the authorized agency to which the child is being surrendered.
  - (6) "Relationships Are Decisions". Relationships Are Decisions Program (RAD) involves having each child assigned a transition worker who meets with the child twice a month to understand the child's long-term goals for performance and then work with the child regarding

the obstacles that have existed both historically and currently in the child's behavior. The key to working successfully with these children is the ability for the worker to connect with them. Such a relationship provides a positive framework that replicates community norms, bolsters internal support, and allows for corrective experiences.

- (d) The Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management and the Director of Children's Services, a report, in a format approved by the Department, the frequency of which is to be determined by the Department.
- 3. <u>Payment</u>. (a) <u>Consideration</u>. The maximum amount that the County shall pay the Contractor as full consideration for the Services provided under this Agreement (the "<u>Maximum Amount</u>") shall not exceed FIFTY TWO THOUSAND EIGHT HUNDRED (\$52,800.00) DOLLARS to be paid as follows:

(A)

(1) The Contractor will bill and County will pay ONE THOUSAND SIX HUNDRED DOLLARS (\$1,600.00) Family/Home Study and Training fee per family. This will be payable when a child(ren) moves into the family's home.

(B)

- (1) The Contractor will bill and County will pay FIVE THOUSAND DOLLARS (\$5,000.00) for the "Transition" work per child.
- (2) A second and third sibling's Transition fee is 50% of the initial fee stated in section 3(a)(A)(1) or TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), if placed with the same family.
- (3) There will be no "Transition" fee for any additional siblings placed with the same family.
- (4) The above is billed one-half when the first phase of Transition is completed. The first phase occurs when the child and family meet for the first time and agree to visit a second time.
- (5) Contractor will bill for phase two for the work done from the time visiting begins, through placement, only if a placement date is confirmed.
  - (6) Any of Contractor's expenditures that do not culminate in a family and child meeting and agreeing to visit are solely the responsibility of the Contractor.
  - (C) The Contractor will bill for supervision and the County will pay:
    - (1) \$1,350.00 per month for a first child;
    - (2) \$675.00 per month for a second and third sibling placed with the same family;
    - (3) There will be no fee for any additional siblings placed with the same family;
    - (4) If a finalization takes place during mid-month, the monthly fee is pro-rated.
  - (D) The Contractor will bill and County will pay NINETY THREE and 75/100 DOLLARS (\$93.75) per hour for Counseling Services as described in 2(c)(5).
  - (E) The Contractor will bill and County will pay TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200.00) per child per month, billable monthly, for RAD program services as described in Section 2(c)(6).

- (b <u>Vouchers</u>; <u>Voucher Review</u>, <u>Approval and Audit</u>. Payments shall be made to the Contractor in arrears on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "<u>Voucher</u>") 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, including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "<u>Comptroller</u>").
- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.
- (d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.
- (e) <u>No Duplication of Payments</u>. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.
- (f) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective.
- (g) <u>Additional Payment Provisions</u>. The following provisions shall also govern payment with respect to the items to which they relate: To include reimbursement for Contractor's reasonable travel related expenses incidental to the Services to be provided by the Contractor under this agreement, and subject to review and approval by the Department.
- 4. Independent Contractor. The Contractor is an independent Contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships,

corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
- (b) <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) Failtire to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6

of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

- (d) <u>Protection of Client Information</u>. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357.
- 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.
- 8. Indemnification; Defense: Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.
- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance</u>. (a) <u>Types and Amounts</u>. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for

commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

- (b) Acceptability: Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.
- (c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.
- 10. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (a) assigned, transferred or disposed of, (b) amended, (c) waived, or (d) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment or other disposal without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
  - 11. <u>Termination</u>. (a) <u>Generally</u>. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County,

(iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

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

- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <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, assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement). The provisions of this subsection shall survive the termination of this Agreement.
- (d) Accounting Upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.
- (e) <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 (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- 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 County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- 13. <u>Inventory</u>. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "<u>Equipment</u>") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.
- (b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
- (c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 14. <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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
  - (b) <u>Time Limitation</u>. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement.

and  $(\underline{B})$  the accrual of the cause of action, and  $(\underline{ii})$  the time specified in any other provision of this Agreement.

- 15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.
- or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.
- provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with Law, without prejudice to the rights of either party.
- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- 19. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 20. <u>Entire Agreement</u>. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.
  - 21. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) <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 (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) <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.

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

FAMILY FOCUS ADOPTION SERVICES.

Tour Non Man

Title: EXECUTIVE DIRECTOR

Date: //3/14

NASSAU COUNTY

Name: Richard L. Wallet

Title: Deputy County Executive

Date: 4 38 14

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

15122 116010

STATE OF NEW YORK) COUNTY OF NASSAU) In the 28 day of April \_\_\_\_ in the year 201 \( \frac{1}{2} \) before me personally came and say that he or she resides in the County of / Lasa Last 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 CONCETTA A PETRUCUI Notary Public, State of New York No. 01P95959026 Qualified in Massey County Commission Expires April 02, 20, STATE OF NEW YORK) COUNTY OF NASSAU) On the 3 day of JANA in the year 201 4 before me personally came TACK BLENDED to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of VRANGE; that he or she is the EXECUTIVE DIRECTOR OF VAMILY FOCKS ADMINISTRATION, 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.

RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
NO. 018U6280529
Quofified in Suffolk County
Cerl. Filed in Albany, Bronx, Dutchess, Kings. Nassau.
New York, Orange, Gueens, and Westchester County
My Commission Expires April 29, 2017

**NOTARY PUBLIC** 

### Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
  - (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:
  - a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the 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:

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 follows:

  C.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.
- As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

### Appendix L

### Certificate of Compliance

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

| l, | The chief executive officer of the Contractor is:   |
|----|---|
|    | JACK BRENNOR (Name)   |
|    | 54-40 Little Ned Plany Little Nex (Address)   |
|    | JACK BRENNON (Name)  54-40 Little Neck Plany Little Neck (Address)  7/8.224.1919 (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 |
| Ĵ. | 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:  |
|    |   |
|    |   |
|    |   |
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| 4.       | In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action has has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below: |
|----------|---|
|          |   |
|          |   |
|          |   |
| 5.       | Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and  |
| true, co | investigating employee complaints of noncompliance.  y certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is brrect and complete. Any statement or representation made herein shall be accurate and true as of e stated below.  |
| Dated    | Signature of Chief Executive Officer  |
|          | Name of Chief Executive Officer   |
| Sworn    | to before me this   |
| 13th     | day of January, 2014.   |

Notary Public

RICH BULEY-NEUMAR

NOTARY PUBLIC-STATE OF NEW YORK

NO. 01BU6280529

Qualified in Suffolk County

Cett. Fited in Albany, Bronx, Dulchess, Kings, Hassau,
Now York, Oronge, Queens, and Westchester County

My Commission Expires April 29, 2017

### RESOLUTION TO THE CORPORATE MINUTES

The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as FAMILY FOCUS ADOPTION SERVICES., has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That JACK BRENNAY, EXECUTIVE BIRECTOR
Corporate title

of this corporation, is hereby authorized to execute a contract on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2014 through December 31, 2014.

Jolf Frobsrich

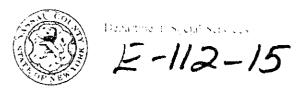
Sworn to before me this  $13^{r_0}$ 

day of January 2014

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RICH BULEY-NEUMAR
NOTARY PUBLIC-STATE OF NEW YORK
NO. 018U6280529
Qualified in Suffork County
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New York, Orange, Queens, and Westchester County
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### Contract Details

SERVICE Adoption Flacement

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Contract Summary

Description Adoption Placement Services

Purpose To provide preventive adoption services for children in the Department's care. (To renew contract)

Method of Producement. This is a Human Services Contract with a not for profit agency. Contractor received satisfactory evaluation. It is important to have this contract in place to work with our children to find a family. (This vendor deals with older & special needs children who are a legal risk as they are not yet legally free for adoption). The vendor is currently providing services to us with a family since last year.

Procorement History: We have been using this vendor for many years

Description of General Provisions: The vendor will provide on an as needed basis adoption services for the children in the care of the Department. Adoption services include, assisting the child(ren) to secure an adoptive home through the evaluation of the child's placement needs; pre-placement planning; the recruitment, study and evaluation of interested prospective adoptive parents, and counseling of adoptive families after legal adoption

Impact on Funding Price Analysis: County 30% Federal 50% State 20% of

Change in Court of from Prior Procurement. Not Applicable

A communication, approve as submitted.

### Advisement Information

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#### AMENDMENT NO. 1

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 ( the "Original Agreement"), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Fifty Two Thousand Eight Hundred Dollars and 00/100 (\$52,800.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

- 1. <u>Renewal Term.</u> The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be <u>December 31</u>, 2015.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by Eighty Two Thousand Eight Hundred Dollars and 00/100 (\$82,800.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Thirty Five Thousand Six Hundred Dollars and 00/100 (\$135,600.00) (the "Amended Maximum Amount").

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

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

### FAMILY FOCUS ADOPTION SERVICES

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### NASSAU COUNTY

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| \ 1.\\z  | - Charles Lagrant             |
| Title:   | County Executive              |
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|          | ্ৰু ↑ Deputy County Executive |
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PLEASE EXECUTE IN BLUE INK

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| 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.   |
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### Department: Social Services

# E-11-16

### Contract Details

SERVICE Adoption Placement

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| same Lamby Facus Adoption Serv                                 | tee                  | Vinda Kari 112865   | n6]                        |                    | Jahael A. Kanewez                                 |  |
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|  |                      | Phone 718 224 19<br>Fax 718 225 83 of                       |                            | Phone 516 227-7-   | 452   |  |
| Routing Slip   |                      |   |                            |                    |   |  |
| DATE DEPARTMENT  | Inte                 | ernal Verification  | DATE<br>Appy'd& j<br>Fw'd. | SIGNATURE          | Leg. Approval<br>Required                         |  |
| Department   |                      | er (Dept.<br>ost (Dept. Head                                | 12/24/5-                   | Simo               |   |  |
| OV1B   | VIFS (tp)            | $pr_{\cup VA}!$   | D12/28/15                  | Jul-Cin            | Yes No D<br>Not required if<br>b anket resolution |  |
| County Attorney  | C4 RE e<br>Verificar | k Liturance<br>ten  | W/3/15                     | 4. O. ats          |   |  |
| 13/3/ County Attorney  | CA (ppr              | oval us to form   | 1/1/3/15                   | 10 311             |   |  |
| Legislative Affairs  | ľw'd Or<br>€ 1       | iginal Contract to  | 01/8/16(                   | excetta (          | 2 Petries   |  |
| Rules Leg.   |                      |   |                            |                    | Yes No 🗌  |  |
| 1/34/1 County Attorney   | MFS Ap               | proval  | D//21/6                    | Melyetet           | · · · · · · · · · · · · · · · · · · ·             |  |
| Comptroller  | N/FS 4 <sub>I</sub>  | provit  | 1 aprille                  | Bon                | Sozlille  |  |
| County Executive   | Notariz.<br>Feled wi | ition<br>Th Clerk of the Leg                                | 1/6/10                     | Ell                |   |  |



| Contract Sumi               | mary  |   | 7  |  |   |
|-----------------------------|---|---|--|--|---|
| Description Adoption Places |   |   |  |  |   |
|                             | entive adoption services for cl<br>nal term of the agreemen |   | nent's care. (To                                     | amend contract to renew fo   | r a one year                            |
| important to have this con  | itract in place to work with o                              | ur children to find a f.                                | amily, (This yen-                                    | ractor received satisfactory evaludor deals with older & special neg services to us with a family since      | eds children who                        |
| Procurement History: We h   | ave been using this vendor fo                               | r many years  |  |  |   |
| - Adoption services include | , assisting the child(ren) to se                            | cure an adoptive hom                                    | e through the ex                                     | ces for the children in the care of<br>aluation of the child's placement<br>e parents, and counseling of adu | needs; nee-                             |
| Impact on Funding Price A   | nalysis: County 30% Fede                                    | ral 50% State 20 %                                      | ū  | ***************************************  |   |
| Change in Contract from Pr  | ior Procurement: Not Applicabl                              | e   |  |  |   |
| Advisement Ir               | nformation  |   |  |  |   |
| BUDGET CODES                | FUNDING SOURCE  | AMOUNT  | LINE   | (VDENIAD DECT CODE   |   |
| Fund GEN                    | Revenue Contract  | XXXXXXX   | LINE   | INDEX/OBJECT CODE  | AMOUNT                                  |
| Control 76                  | County  | \$32,760,00   | 2  |  | <u> </u>                                |
| Resp 7600                   | Lederal   | \$54,600.00   | ·  | F1707 SSGFN7696  | \$100,200 (4)                           |
| (1b)(c)   17707 ;           | State   | \$21,340.00   |  |  | 2                                       |
| fransaction: CQ             | Capital   | \$  | 5  | 7///   | · = · • · = · · = · · = · · · · · · · · |
|                             | Other   | \$  | 6  | W. Smoth 7 12/30/5   |   |
| RENEWAL                     | TOTAL   | \$ 109,200.00   | <u> </u>   | TOTA   | NL S 109,200,00                         |
| % Increase                  | ·   |   |  |  | 3 197,200,00                            |
| "o Decrense                 | Document Prepared By  |   |  | Date:  |   |
|                             |   |   |  | Traig.   | -                                       |
| NIFS Cer                    |   | Comptroiler Ce  |  | County lixecutive  | ppcoval                                 |
| removithal this document    |   | present name ago de | survicient to do ver this contra<br>By to be charged | Can  |   |
| Same                        | (L()  |   | Jee_   | Late   | ·· · · · · - · · · · · · ·              |
| Date                        | 2 2 3 12 Date   | /2  | 4  | 1 16 //6   | Cog/                                    |
| 125772                      | 2/23/16   | 9   | 199114   | E #:   |   |

#### AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (1) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 as amended by the amendment executed on behalf of the County on August 11, 2015 (the "Original Agreement"), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term);

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Hundred Thirty Five Thousand Six Hundred Dollars and 00/100 (\$135,600.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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

- 1. <u>Renewal Term.</u> The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "<u>Amended Agreement</u>"), shall be December 31, 2016.
- 2. <u>Maximum Amount.</u> The Maximum Amount in the Original Agreement shall be increased by One Hundred Nine Thousand Two Hundred Dollars and 00/100 (\$109,200.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 (\$244,800.00) (the "Amended Maximum Amount").

| 3. <u>Full Force and Effect</u> . All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement. |
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IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

### FAMILY FOCUS ADOPTION SERVICES

| No P                      |
|---------------------------|
| By:                       |
| Name: JACK BRENJWAN       |
| Title: EXECUTIVE DILECTIA |
| Date:                     |
| •                         |
|                           |
| NASSAU COUNTY             |
| By:OUM                    |
| Name: Chada Rebert        |
| Title: County Executive   |
| Deputy County Executive   |
| Date: 2/15/16             |

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

125215

STATE OF NEW YORK)

\$5.:

COUNTY OF NASSAU )

|         | On the 25 day of February in the year 201 Obefore me personally came Charle Repaire to me personally known, who, being by me duly sworn, did                                    |
|---------|---|
|         | and the season and the season and the personally  |
|         | came <u>Charly i Kithary to</u> to me personally known, who, being by me duly sworn, did  |
| ٤       | depose and say that he or she resides in the County of A landay and that he or she is a   |
| ر بريات | ACounty Executive of the County of Nassau, the municipal corporation described herein and   |
| , – .   | 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** 

STATE OF NEW YORK)

)55.:

COUNTY OF NASSAU )

On the day of day of in the year 2015 before me personally came in the year 2015 before me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of DRACE; that he or she is the EXECTIVE DREATED OF FAMILY FOUR ADDRING FRACE, 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** 

IVETTE IGARTUA<sup>1</sup>
Notary Public, State of New York
No. 01IG4992305
Outlified in Orange County

Oualified in Orange County Commission Expires Feb. 24, 20



### Department: Social Services

### Contract Details

### SERVICE Adoption Placement

NIFS ID #: CLSS16000041

NIFS Entry Date: 01/12/17

Term: from 01/01/16\_to 12/31/16

| New Renewal                | I) Mandated Program:                             | Yes⊠ | No 🔲 |
|----------------------------|--|------|------|
| Amendment 🖂                | 2) Comptroller Approval Form Attached:           | Yes⊠ | No 🗌 |
| Time Extension             | 3) CSEA Agmt. § 32 Compliance Attached:          | Yes⊠ | No 🗌 |
| Addl. Funds                | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes  | No 🔯 |
| Blanket Resolution<br>RES# | 5) Insurance Required                            | Yes⊠ | No 🗌 |

Agency Information

| Vendo   | r   |
|---|---|
| Name Family Focus Adoption Service                                  | Vendor ID# 112869661  |
| Address 54-40 Little Neck Parkway, Suite 6<br>Little Neck, NY 11362 | Contact Person Jack Brenner<br>Email ffasjack@earthlink.net |
|   | Phone 718 224 1919 Fax 718 225 8360                         |

| Cou          | nty Departmen               | t. |
|--------------|-----------------------------|----|
| Department ( | Contact Michael A. Kanowitz |    |
| Address 60   | Charles Lindberg Blvd       |    |
| Phone 516    | 227-7452                    |    |

Routing Slip

| DATE<br>Rec'd. | DEPARTMENT          | Internal Verification                        | DATE<br>Appv'd&<br>Fw'd. | SIGNATURE   | Leg. Approval<br>Required  |
|----------------|---------------------|--|--------------------------|-------------|--|
|                | Department          | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | 1/17/17                  | M           | Para Herina de la companya del companya del companya de la company |
|                | OMB                 | NIFS Approval                                | X2/14/17                 | Elle Source | Yes No No No required if   |
| 2/4/17         | County Attorney     | CA RE & Insurance Verification               | 1 2/4/17                 | 05          | oranice resolution   |
| 2/21/17        | County Attorney     | CA Approval as to form                       | 2/21/17                  |             |  |
| 2/24/          | Legislative Affairs | Fw'd Original Contract to<br>CA              | 1/2/1/7                  |             | 7  |
|                | Rules / Leg.        |  |                          |             | Yes No   |
| 2/21/17        | County Attorney     | NIFS Approval                                | W=/-1/17                 | 18 4        |  |
| i ,            | Comptroller         | NIFS Approval                                | 0313                     | XUE H Jan   | 3/13/17  |
| 3/1/17         | County Executive    | Notarization Filed with Clerk of the Leg.    | 3/1/17                   | XIII        |  |



### Department: Social Services

### Contract Details

### SERVICE Adoption Placement

| NIFS ID #: CLSS16000041 | NIEC Entry Date: 01/12/17 | T C 01/01/14 : 12/24/1          |
|-------------------------|---------------------------|---------------------------------|
| MI 3 ID #. CL3310000041 | NIFS Entry Date: 01/12/17 | Term: from 01/01/16_to 12/31/16 |

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

## Agency Information

| Vendo   |   |
|---|---|
| Name Family Focus Adoption Service                                  | Vendor ID# 112869661  |
| Address 54-40 Little Neck Parkway, Suite 6<br>Little Neck, NY 11362 | Contact Person Jack Brenner<br>Email ffasjack@earthlink.net |
|   | Phone 718 224 1919 Fax 718 225 8360                         |

| . ( | County Department                   |
|-----|-------------------------------------|
| Dep | artment Contact Michael A. Kanowitz |
| Add | ress 60 Charles Lindberg Blvd       |
| Pho | ne 516 227-7452                     |

## Routing Slip

| DATE<br>Rec'd. | DEPARTMENT          | Internal Verification                        | DATE<br>Appv'd&<br>Fw'd. | SIGNATURE | Leg. Approval<br>Required                   |
|----------------|---------------------|--|--------------------------|-----------|---|
|                | Department          | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head) | 1/17/17                  | m         |   |
|                | OMB                 | NIFS Approval                                | X2/14/17 (               | Pich Four | Yes No No No required if blanket resolution |
| 2/4/17         | County Attorney     | CA RE & Insurance<br>Verification            | 1 2/21/17                | 25.       |   |
| 2/21/17        | County Attorney     | CA Approval as to form                       | 1 2/2//                  | 13/3/     |   |
| 2/24/1         | Legislative Affairs | Fw'd Original Contract to<br>C.4             | Da/24/7                  |           | 7/  |
| ,              | Rules 🔲/ Leg. 🔲     |  |                          |           | Yes No                                      |
| 2/21/17        | County Attorney     | NIFS Approval                                | 1 2/1/11                 | 12        |   |
| ' <i> </i>     | Comptroller         | NIFS Approval                                | Z3135                    | Lysin Dem | 53/13/17                                    |
| 3/1/17         | County Executive    | Notarization<br>Filed with Clerk of the Leg. | 3/1/17                   | 1XIII     |   |

#### AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and Family Focus Adoption Services, a not for profit corporation of the State of New York, having its principal office at 54-40 Little Neck Parkway, Suite 6, Little Neck, New York, 11362 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000013 between the County and the Contractor, executed on behalf of the County on April 28, 2014 as amended by the amendment executed on behalf of the County on August 11, 2015 as amended by the amendment executed on behalf of the County on February 29, 2016 (the "Original Agreement"), the Contractor provides Adoption Placement services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2016 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term);

hat ha

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Hundred Forty Four Thousand Eight Hundred Dollars and 00/100 (\$244,800.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to amend the Original Agreement

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

1. Payment. Section 3(a)(E) of the Original Agreement shall be amended and shall read in its entirety as follows:

3(a)(E). The Contractor will bill and County will pay TWO THOUSAND FIVE HUNDRED EIGHTY DOLLARS (\$2,580.00) per child per month, billable monthly, for RAD program services as described in Section 2(c)(6).

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

| On the day of in the year 2016 before me personally came and say that he or she resides in 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  CONCETTA a PEYFOLD  Notary Public State of New York)  STATE OF NEW YORK)  SSS.:  COUNTY OF NASSAU)  In the year 2016 before me personally came  Jack British and Jack of New York, in the year 2016 before me personally came  Jack British and Jack of  | )ss.:   |
|--|---|
| 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 Secutive 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  CONCETTA A PETPLICA  NOTARY PUBLIC  NOTARY PUBLIC  CONCETTA A PETPLICA  NOTARY PUBLIC  N | COUNTY OF NASSAU )  |
| 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 Secutive 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  CONCETTA A PETPLICA  NOTARY PUBLIC  NOTARY PUBLIC  CONCETTA A PETPLICA  NOTARY PUBLIC  N |   |
| On the day of was 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 Country of Crange; that he or she is the Excurtive Directed of Family Ficus Algebra Two is, 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.   | On the day of Victor 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 Victor ; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to  |
| STATE OF NEW YORK)  SS.:  COUNTY OF NASSAU)  On the day of Arighst 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 Orange ; that he or she is the Excurive Directed family from Sulphon Sulphon Sulphon serious 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.   |   |
| On the day of wint 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 Crange ; that he or she is the Executive Direction of Family Focus Alathon Stries, 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.   | Modary Public, State of Modern Comments of the  |
| On the day of Aigust 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 Anne ; that he or she is the Executive Diactor of Family Facus Alathon Strips, 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.   | STATE OF NEW YORK)  |
| to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Orange</u> ; that he or she is the <u>Executive</u> Direction of <u>Family Focus Alathon Structs</u> , 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  | Jack Brennan to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of <u>Crange</u> ; that he or she is the <u>Executive</u> Directive of <u>Family Focus Alathon Structs</u> , the corporation described herein and which executed the above instrument; and that he or she signed his or her name  |
| for the state of t | NOTARY PUBLIC   |
| ACCUSANCE CONTRACTOR OF THE STATE OF THE STA | ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>ACCUSA<br>A |

STATE OF NEW YORK)



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MNVDD/YYYY) 11/1/2016

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

| IMPORTANT: If the certificate holder is an ADDITIONAL the terms and conditions of the policy, certain policies in certificate holder in lieu of such endorsement(s).   | INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to hay require an endorsement. A statement on this certificate does not confer rights to the          |
|--|--|
| PRODUCER   | CONTACT Howard Toffman Floring   |
| Ten Eyck Group   | NAME: NOWALD SELLIEY ENGIGE  |
| 1924 Western Avenue  | PHONE (518) 464-0059 FAX (A.C. No. EAS): (518) 464-0059 FAX (A.C. No.): (518) 456-7076   |
| 1924 Western Avende  | E-MAIL<br>ADDRESS jengler@teneyckgroup.com   |
| Albany 277 12207   | INSURER(S) AFFORDING COVERAGE NAIC #   |
| Albany NY 12203  | INSURER A James River Insurance Company  |
|  | INSURER B:   |
| Family Focus Adoption Services   | INSURER C:   |
| 54-40 Little Neck Parkway  | INSURER D :  |
| Suite 4  | INSURER E :  |
| Little Neck NY 11362   | INSURER F :  |
| COVERAGES CERTIFICATE NUMBER   | R:CL1611108847 REVISION NUMBER:  |
| CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS S  |  |
| LTR TYPE OF INSURANCE INSO WYO   | POLICY NUMBER POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS  |
| X COMMERCIAL GENERAL LIABILITY   | EACH OCCURPENCE \$ 1,000,000   |
| AX CLAMIS-MACE OCCUP   | DAMAGE TO RENTED  PPENISES ES SCUMENCE: \$ 50,000  |
| Х мирооог  |  |
| The state of the s | PERSONAL 3 ADV: NULPY \$ 1,000,000   |
| DEVLADIOREDATE LIMITARRUES PER   | GENERAL AGGREGATE S 3,000,000  |
| X POUCKFEST LOC  | PPOBUCTS COMP OP 433 \$ Included   |
| <u>0</u> T-4 <u>E</u> P  | Professional Liability \$ 1M/3M  |
| AUTOMOBILE LIABILITY   | COMBINED SINGLE LIMIT 3 LEa accidenty  |
| <u>м</u> 477/ 40T0 МИРОООЗ   |  |
| ALL DAMED SOMEDULED AUTOS  | BODILY INJURY (Par accident) \$  |
| HIREDIAUTOS X NON-COVARD   | PROPERTY DAMAGE  |
|  | (Per accden); 3  |
| UMBRELLA LIAB GOCUP  |  |
| EXCESS LIAB CLAIMS-MACE  | EACH COCUPRENCE \$   |
| CEO PETENT ON S  | AGGREGATE \$   |
| WORKERS COMPENSATION   | PER OTH-   |
| AND EMPLOYERS' LIABILITY  4NY PROPRIETOR PARTNERS (EDUTIVE Y/N   | <u> </u>   |
| OFFICER MEMBER EXCLUDED1 1 N / A   | EL EACH ACCIDENT \$  |
| If yes describe under DESCRIPTION OF OPERATIONS below  | EL. DISEASE - EA EMPLOYEE \$   |
|  | E L DISEASE - POLICY LIMIT 3   |
| A Adoption and Foster Care MMP000  | 273039 10/23/2016 10/23/2017 Per Claim \$1,000,000   |
| Professional Liability   | : Aggregate \$3,000,000  |
| Liability if required by written contract<br>Insured Where Required by Contract.   | Social Services is Additional Insured with respect to General or written agreement per Form AH2312US 07-12, Additional is included in the General Liability/Professional Liability |
| CERTIFICATE HOLDER   | CANCELLATION   |
| OCTITION TO HOLDEN   | CANCELLATION   |
| County of Nassau County Dept of Social Services 60 Charles Lindbergh Blvd  | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.                     |

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Carrettern.

Uniondale, NY 11553

AUTHORIZED REPRESENTATIVE

Charles Barnes/HJE

### CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

100 112869661
TEN EYCK INSURING AGCY INC
1924 WESTERN AVENUE
ALBANY NY 12203



Scan to Validate

POLICYHOLDER

FAMILY FOCUS ADOPTION SERVICES 54-40 LITTLE NECK PKWY - SUITE #4 ATTENTION: JOHN BRENNAN LITTLE NECK NY 11362 CERTIFICATE HOLDER

COUNTY OF NASSAU

COUNTY DEPT OF SOCIAL SERVICES

60 CHARLES LINDBERGH BLVD

UNIONDALE NY 11553

POLICY NUMBER Q 900 038-1 CERTIFICATE NUMBER 896204

POLICY PERIOD 03/03/2016 TO 03/03/2017

DATE 12/15/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO 900 033-1, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS. OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM.CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 889638676

### STATE OF NEW YORK WORKERS' COMPENSATION BOARD

## CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

| PART L. To be e  | ompleted by Di                               | sability Benefits                | s Carrier or Licensed Insurance Agent of that   | Carrier   |
|--|--|----------------------------------|---|---|
| La. Legal Name a   | and Address of In                            | sured (Use stree                 | et address only)  | 1b. Business Telephone Number Of  |
| FAMILY FO  | CUS ADOPTIO                                  | ON SERVICES                      | S   | Insured   |
| 54 40 LITTLE NECK PKWY<br>LITTLE NECK, NY 11362  |  | Y                                |   | (718) 224-1919  |
| Work Location Of Insured (Only required If coverage New York State, i.e., a Wrap-Up Policy)  |  |                                  | erage Is specifically limited To certain locations I  | le. NYS Unemployment Insurance<br>Employer Registration<br>Number of Insured          |
|  |  |                                  |   | ld. Federal Employer Identification<br>Number of Insured or<br>Social Security Number |
|  |  |                                  |   | 11-2869661  |
| 2. Name and Add  | lress of the Entity                          | Requesting Pro                   | oof   | 3a. Name of Insurance Carrier   |
| of Coverage (Entity Being Listed as the Certificate Holder)  County of Nassau  County Department of Social Services 60 Charles Lindbergh Blvd  Uniondale, NY 11553 |  |                                  | WESCO INSURANCE<br>COMPANY  |   |
|  |  |                                  |   | 3b. Policy Number of entity listed in box "la.":                                      |
|  |  |                                  |   | 0402154   |
|  |  |                                  |   | 3c. Policy effective period:  |
|  |  |                                  |   | 12/15/2016 to 12/31/2017  |
| named insured ha   |  |                                  | horized representative or licensed agent of the in<br>nee coverage as described above.  |   |
| pare bigned  | Nemain                                       |                                  |   |   |
|  |  |                                  | of insurance cartier's authorized representative or NYS Licer   | nsed Insurance Agent of that insurance carrier)                                       |
| Telephone Nu   | imber <u>800-535-2</u><br>If box "To" is ob- | 711 Titl                         | le Vice Pr  | esident   |
|  | If has "4h" is che                           | retrad this courtif              | orm is signed by the insurance carrier's authorizate is COMPLETE. Mail it directly to the certificate is NOT COMPLETE for purposes of Section the Workers' Compensation Board, DB Plans 2 | ate notder.   |
| PART 2. To be  | completed by                                 | NYS Worker                       | rs' Compensation Board (Only if box "-  | 4b" of Part 1 has been checked)   |
|  |  |                                  | State of New York<br>Workers' Compensation Board  |   |
| According to info<br>Benefits Law with   | ormation maintain<br>respect to all of       | ed by the NYS<br>his her employe | Workers' Compensation Board, the above  | ed employer has complied with the NYS Disability                                      |
| Date Signed  |  | Ву                               |   |   |
|  |  |                                  | (Signature of NYS Workers' Compensation   | n Board Employee;   |
| Telephone Nu   | ımber  | Tit[                             | le  |   |
| Please Note: Only  | z ingurana e orria                           | es li sansa li ta                | rit, NIVC disability of the   |   |

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

### Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period  $\square$  YES  $\square$  NO

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

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

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a complying with the mandatory coverage requirements of the New York State Disability Benefits Coverage or other authorized proof that the business is

### DISABILITY BENEFITS LAW

### §220. Subd. 8

- (a) The head Of a state Or municipal department, board, commission Or office authorized Or required by law To issue any permit For Or In connection With any work involving the employment Of employees In employment As defined In this article, And Not withstanding any general Or special statute requiring Or authorizing the issue Of such permits, shall Not issue such permit unless proof duly subscribed by an insurance carrier Is produced In a form satisfactory To the chair, that the payment Of disability benefits For all employees has been secured As provided by this article. Nothing herein, however, shall be construed As creating any liability On the part Of such state Or municipal department, board, commission Or office To pay any disability benefits To any such employee If so employed.
- (b) The head Of a state Or municipal department, board, commission Or office authorized Or required by law To enter into any contract For Or In connection With any work involving the employment Of employees In employment As defined In this article. And notwithstanding any general Or special statute requiring Or authorizing any such contract, shall Not enter into any such contract unless proof duly subscribed by an insurance carrier Is produced In a form satisfactory To the chair, that the payment Of disability benefits For all employees has been secured As provided by this article.