



E-68-20

**NIFS ID:CQPB20000008 Department: Probation**

**Capital:**

SERVICE: Re-entry services for Parolees

Contract ID #:CQPB20000008

NIFS Entry Date: 12-MAR-20

Term: from 01-OCT-19 to 30-SEP-20

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

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

<b>Vendor Info:</b>	
Name: <b>Leadership Training Institute</b>	Vendor ID#: <b>112239383</b>
Address: 50 Clinton Street suite 607 , Hempstead NY 11550	Contact Person: Aster Meherteab
	Phone: 5164833400

<b>Department:</b>
Contact Name: Dominick J. DiMaggio Jr.
Address: 400 County seat Drive Mineola , NY 11501
Phone: 516 571-1513

## Routing Slip

Department	NIFS Entry: X	13-MAR-20 -- DDIMAGGIO
Department	NIFS Approval: X	13-MAR-20 -- JPLACKIS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	24-MAR-20 -- CNOLAN
OMB	NIFS Approval: X	13-MAR-20 -- SJACOB
County Atty.	Insurance Verification: X	13-MAR-20 -- AAMATO
County Atty.	Approval to Form: X	13-MAR-20 -- MMISRA
CPO	Approval: X	03-APR-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>03-APR-20 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>04-APR-20 -- TFOX</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>22-APR-20 -- GCASTILLO</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> Contractor will provide case management and operation of a program known as CRTF ( Reentry Task Force ). This project is designed to provide enhanced case management and direct support services to chemically dependent offenders returning to Nassau from the NYS prison system who present a significant risk to public safety and/or present with particularly difficult reintegration needs. Of particular attention will be the substance abuse treatment needs as well as employment and housing requirements.
<b>Method of Procurement:</b> Probation Pass through contract with a not for profit agency. Contractor's selection was dictated by the terms of a New York State grant (NYSDCJS contract # C523891). Contractor received a satisfactory evaluation. Continuity of care is a critical issue for this vulnerable population.
<b>Procurement History:</b> Since 2006, Nassau County has been the recipient of NYS Division of Criminal Justice Services (DCJS) funding to support its activities to deliver services, including enhanced case management and direct support services, to chemically dependent offenders returning to Nassau from the NYS prison system. Funding supports the activities of the Offender Reentry Task Force and provides direct services to offenders reentering the community. Direct services include enhanced case management, transportation, family reunification services, emergency housing, and provision of necessities packages. Services are provided via a contract with Leadership Training Institute (LTI), a local not-for-profit, community based agency. Project staffing includes a Task Force Coordinator and Case Manager Assistant.
<b>Description of General Provisions:</b> The contractor shall provide both case management and direct services to the identified population of returning ex-offenders. Case Management includes, but is not limited to, the following activities: Outreach, Engagement, Needs assessment, Individualized Service Plan, Information and Referral, Service delivery monitoring, Record keeping, Service delivery evaluation. Direct Services shall include: Authorization, disbursement and accounting for payment of transportation monies to eligible participants, Family Reunification Services, Necessities Packages and Emergency Housing.
<b>Impact on Funding / Price Analysis:</b> State Grant 100% (NYS DCJS)
<b>Change in Contract from Prior Procurement:</b> None
<b>Recommendation: (approve as submitted)</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT	Revenue		1	PBGRT68X6NYS/D	\$ 190,000.00
Control:	68	Contract:			E500	\$ 0.00
Resp:	PB68-X9	County	\$ 0.00			\$ 0.00
Object:	DE500	Federal	\$ 0.00			\$ 0.00
Transaction:		State	\$ 190,000.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:						

<table><tr><th colspan="2">RENEWAL</th></tr><tr><td>% Increase</td><td></td></tr><tr><td>% Decrease</td><td>3.8</td></tr></table>		RENEWAL		% Increase		% Decrease	3.8	<table><tr><td>Other</td><td>\$ 0.00</td></tr><tr><td>TOTAL</td><td>\$ 190,000.00</td></tr></table>		Other	\$ 0.00	TOTAL	\$ 190,000.00	<table><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td></td><td>\$ 0.00</td></tr><tr><td></td><td>TOTAL</td><td>\$ 190,000.00</td></tr></table>					\$ 0.00			\$ 0.00		TOTAL	\$ 190,000.00
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TOTAL	\$ 190,000.00																								
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		\$ 0.00																							
	TOTAL	\$ 190,000.00																							

RULES RESOLUTION NO. – 2020

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE  
PROBATION DEPARTMENT, AND LEADERSHIP TRAINING  
INSTITUTE, INC. (“LTI”)

WHEREAS, the County has negotiated a personal services agreement  
with LTI to provide case management and operation of the County Re-entry  
Task Force program, copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with LTI.



## Nassau County Interim Finance Authority

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

**1. Vendor:** LI Alzheimer's and Dementia Ctr

**2. Dollar amount requiring NIFA approval:** \$705735

**Amount to be encumbered:** \$235245

This is a New

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

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

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

**3. Contract Term:** 01/01/2020-12/31/2022

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

If yes, please explain:

**4. Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 211721

State % 0

County % 23524

Is the cash available for the full amount of the contract?

N

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To execute a contract with Long Island Alzheimer& Dementia Ctr's Foundation under the Title III E of the Older Americans Act. Providing respite to caregiver of Alzheimer&'s patients and, at the same time, to provide cognitive stimulation and socialization to the patients. Certified home health care aides, trained in dementias, are sent to the patient's home, where they provide companionship and activities such as music, art, and physical exercise.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature Not Applicable

**Date of approval(s) and citation to the resolution where approval for this item was provided:**

**7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:**

Contract ID	Date	Amount
CQHS19000090	24-APR-19	125,245.00



## 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.

APERSICH

26-DEC-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

Y I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

N I certify that the bonding for this contract has been approved by NIFA.

NA Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

ADALESSIO

24-MAR-20

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA: 705735

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

CDREYER

08-APR-20

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Leadership Training Institute, Inc.

CONTRACTOR ADDRESS: 50 Clinton Street, Suite 607, Hempstead, NY 11550

FEDERAL TAX ID #: 112239383-01

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

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

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

The Contract was entered into after a written request for proposals was issued on July 17, 2019. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on August 12, 2019. One (1) proposal was received and evaluated. The evaluation committee consisted of: Five members of the Nassau County Probation Department. The proposal was scored. As a result of the scoring the proposal was selected. (SEE ATTACHED RE-ENTRY TASK FORCE PROPOSAL EVALUATION SUMMARY)



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

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

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

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

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☒ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached). **SEE CONTRACT APPENDIX A FOR DESCRIPTION**

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

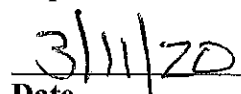
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

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

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

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

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

  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15

## Re-Entry Task Force Proposal Evaluation Summary

Leadership Training Institute (LTI) was the only vendor responding to the RFP for the Re-Entry Task Force. LTI has a strong history of providing this type of service and to providing services to the population to be served. The Re-Entry Task Force will provide re-entry services to individuals released from prison in collaboration with the NYS Department of Corrections and Community Supervision. The task force prioritizes individuals assessed as moderate to high risk of recidivism and help them address their stabilization and criminogenic needs.

As concerns the single bid response, the RFP has been reviewed as regards to specifications being unduly restrictive. The specifications were in accordance with the criteria set forth by New York State Division of Criminal Justice Services, setting forth the grant criteria. The RFP was advertised in Newsday and posted on the County website, with the correct commodity code used. Re-Entry services are highly specialized services to a highly specialized population, i.e. individuals released from prison. Family and Children's Association has previously been awarded this contract but has declined to continue with the program.

### Bid Analysis

#### Re-Entry Bid Analysis

	DiMaggio	Landsman	Plackis	Robbins	Schiliro	Cumulative Avg
Contract Requirements/Solution	20.00%	18.00%	20.00%	20.00%	20.00%	19.60%
Vendor Profile	8.00%	12.00%	10.00%	10.00%	10.00%	10.00%
Related Experience	40.00%	42.00%	45.00%	40.00%	45.00%	42.40%
Overall Cost	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%
Total Rank	83.00%	87.00%	90.00%	85.00%	90.00%	87.00%

LTI meets the criteria for the Task Force and their bid meets the grant requirements.



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

YES ☐ NO ☒ If yes, to what campaign committee?

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

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

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

Electronically signed and certified at the date and time indicated by:  
Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Dated: 12/16/2019 04:25:02 PM

Vendor: Leadership Training Inc.

Title: Chief Executive Officer



COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

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

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

Electronically signed and certified at the date and time indicated by:  
Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Dated: 12/16/2019 04:26:17 PM

Vendor: Leadership Training Inc.

Title: Chief Executive Officer

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

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

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Aster Mehreteab  
Date of birth: 11/22/1964  
Home address: 22 Larkin Street  
City: Farmingdale State/Province/Territory: NY Zip/Postal Code: 11735  
Country: US

Business Address: 50 Clinton Street, Suite 607  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: (516) 483-3400

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>01/15/2019</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Aster Mehreteab , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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

Leadership Training Institute

Name of submitting business

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

Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Chief Executive Officer

Title

12/16/2019 04:44:36 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Marvin Smith  
Date of birth: 11/14/1943  
Home address: 217 Feller Drive  
City: Central Islip State/Province/Territory: NY Zip/Postal Code: 11722  
Country: US

Business Address: Economic Opportunity Council of Suffolk, Inc.  
City: 320 Carleton Avenue State/Province/Territory: NY Zip/Postal Code: 11722  
Country: US  
Telephone: 631 968-8000

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>07/15/2014</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

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

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

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

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

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

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

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

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

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.



I, Marvin Smith , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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Leadership Training Inc.

Name of submitting business

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

Marvin Smith [UMSINDISI93@OPTONLINE.NET]

Secretary

Title

12/26/2019 06:22:20 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Dr. Greta M Rainsford  
Date of birth: 12/28/1936  
Home address: 60 Long Drive  
City: Hempstead State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US

Business Address: none  
City: none State/Province/Territory: NY Zip/Postal Code: 11550  
Country: US  
Telephone: 5164856238

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	<u>11/30/2017</u>	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

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

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Greta M. Rainsford, MD , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

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Leadership Training Inc

Name of submitting business

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

Greta M, Rainsford [GONOWAY11@YAHOO.COM]

Board Chairman

Title

01/08/2020 11:56:53 AM

Date

### **Business History Form**

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

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

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

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

Date: 06/27/2019

1) Proposer's Legal Name: Leadership Training Inc.

2) Address of Place of Business: 50 Clinton Street, Suite 607

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

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

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

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

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

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

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

4) Dun and Bradstreet number: 060345683

5) Federal I.D. Number: 112239383

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

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

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

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

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

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?

YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

- 11) Has the proposer, during the past seven years, been declared bankrupt?

YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

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

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an



element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

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

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

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

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

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

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

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

If conflict of interest arises, LTI will contact the Nassau County authorities.

1 File(s) Uploaded:

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

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

11/25/1970

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

LTI is a not-for profit organization. There are no persons who have a financial interest in LTI.

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

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

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

2 File(s) Uploaded:

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

23

- vi) Annual revenue of firm;

1270980

- vii) Summary of relevant accomplishments

LTI has been providing educational services for students confined at the Nassau County Juvenile Detention Center. In addition to educational programming, LTI has also offered cognitive behavioral programming and special skills training to help foster a learning environment for youth at the facility. Special activities such as music and art have been brought in to help youth decipher interests and goals that will help decrease recidivism as they return to community. At the school district level, LTI provides positive youth development strategies increasing and highlighting internal and external assets while, pairing youth with caring positive adult role models. Thus attending to the whole child, and ensuring measurable brighter outcomes.

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

B. Indicate number of years in business.

50

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

Leadership Training Inc. (also know as Leadership Training Institute "LTI") was founded in 1968 as a minority-led community non-profit organization and has been granted tax-exempt status under Internal Revenue Code Section 501 (c)(3). The Organization is dedicated to helping children and families throughout Long Island.

LTI has served children, youth and families continuously for more than 50 years. LTI provides projects and programs designed to enhance the quality of life for individuals, families, communities at risk and to respond effectively to challenges in connection with education, employment, health and human services. Currently, LTI serves over 1500 clients annually.

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

Company	Nassau County Juvenile Detention Center		
Contact Person	Laqueta Kennedy		
Address	61 Carman Avenue		
City	Westbury	State/Province/Territory	NY
Country			
Telephone	(516) 571-9260		
Fax #	(516) 571-9690		
E-Mail Address	Nicole.aldi@dcjs.ny.gov		

Company	NYS DCJS		
Contact Person	Nicole Aldi		
Address	80 South Swan Street		
City	Albany	State/Province/Territory	NY
Country			
Telephone	(518) 485-8457		
Fax #	(518) 485-2401		
E-Mail Address	Nicole.Aldi@dcjs.ny.gov		

Company	Roosevelt Union Free School District		
Contact Person	Dr. Nichelle L. Rivers		
Address	240 Denton Place		
City	Roosevelt	State/Province/Territory	NY
Country			
Telephone	(516) 345-7074		
Fax #	(516) 345-7321		
E-Mail Address	nrivers@rufsd.org		

I, Aster Mehreteab, hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

#### **CERTIFICATION**

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

Name of submitting business: Leadership Training Inc.

Electronically signed and certified at the date and time indicated by:  
Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Chief Executive Officer  
Title

12/16/2019 04:41:43 PM  
Date

## **CONFLICT-OF-INTEREST STATEMENT**

### **Reason for Statement**

Leadership Training Institute, as a nonprofit, tax-exempt organization, depends on charitable contributions from the public. Maintenance of its tax-exempt status is important both for its continued financial stability and for the receipt of contributions and public support. Therefore, the operations of LEADERSHIP TRAINING INSTITUTE first must fulfill all legal requirements. They also depend on the public trust and thus are subject to scrutiny by and accountability to both governmental authorities and members of the public.

Consequently, there exists between LEADERSHIP TRAINING INSTITUTE and its board, officers, and management employees a fiduciary duty that carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of LEADERSHIP TRAINING INSTITUTE honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of LEADERSHIP TRAINING INSTITUTE. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with LEADERSHIP TRAINING INSTITUTE or knowledge gained there from for their personal benefit. The interests of the organization must have the first priority in all decisions and actions.

### **Persons Concerned**

This statement is directed not only to board members and officers, but to all employees who can influence the actions of LEADERSHIP TRAINING INSTITUTE. For example, this includes all who make purchasing decisions, all other persons who might be described as "management personnel," and all who have proprietary information concerning LEADERSHIP TRAINING INSTITUTE.

### **Key Areas in Which Conflict May Arise**

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- Persons and firms supplying goods and services to LEADERSHIP TRAINING INSTITUTE



Leadership Training Institute

- Persons and firms from whom LEADERSHIP TRAINING INSTITUTE leases property and equipment
- Persons and firms with whom LEADERSHIP TRAINING INSTITUTE is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property
- Competing or affinity organizations
- Donors and others supporting LEADERSHIP TRAINING INSTITUTE
- Recipients of grants from LEADERSHIP TRAINING INSTITUTE
- Agencies, organizations, and associations that affect the operations of LEADERSHIP TRAINING INSTITUTE
- Family members, friends, and other employees

### **Nature of Conflicting Interest**

A material conflicting interest may be defined as an interest, direct or indirect, with any persons and firms. Such an interest might arise, for example, through

1. Owning stock or holding debt or other proprietary interests in any third party dealing with LEADERSHIP TRAINING INSTITUTE
2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) by any third party dealing with LEADERSHIP TRAINING INSTITUTE
3. Receiving remuneration for services with respect to individual transactions involving LEADERSHIP TRAINING INSTITUTE
4. Using LEADERSHIP TRAINING INSTITUTE'S time, personnel, equipment, supplies, or good will other than for approved LEADERSHIP TRAINING INSTITUTE activities, programs, and purposes
5. Receiving personal gifts or loans from third parties dealing with LEADERSHIP TRAINING INSTITUTE. Receipt of any gift is disapproved except gifts of nominal value that could not be refused without discourtesy. No personal gift of money should ever be accepted.



Leadership Training Institute

## **Disclosure Policy and Procedure**

Disclosure should be made according to LEADERSHIP TRAINING INSTITUTE standards. Transactions with related parties may be undertaken only if all of the following are observed:

1. A material transaction is fully disclosed in the audited financial statements of the organization;
2. The related party is excluded from the discussion and approval of such transaction;
3. A competitive bid or comparable valuation exists; and
4. The organization's board has acted upon and demonstrated that the transaction is in the best interest of the organization.

Staff disclosures should be made to the chief executive (or if he or she is the one with the conflict, then to the designated committee), who shall determine whether a conflict exists and is material, and if the matters are material, bring them to the attention of the designated committee.

Disclosure involving directors should be made to the designated committee.

The board shall determine whether a conflict exists and is material, and in the presence of an existing material conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to LEADERSHIP TRAINING INSTITUTE. The decision of the board on these matters will rest in their sole discretion, and their concern must be the welfare of LEADERSHIP TRAINING INSTITUTE and the advancement of its purpose.

I HEREBY CONFIRM that I have read and understand LEADERSHIP TRAINING INSTITUTE's Conflict-of-Interest Policy.

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Signature

---

Date

**LEADERSHIP TRAINING INSTITUTE**  
**Board of Directors**

Board Member Name and Address	Position	Telephone No.
Greta M. Rainsford M.D. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Chair	(516)485-6238
Marvin Smith 50 Clinton Street, Suite 607 Hempstead, NY 11550	Secretary/Treasurer	(631)870-9963
Deborah Thomas 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)280-6361
William Glacken, Esq. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)287-5905
Rosetta B. Langlois 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)286-1874
J. Barrington Jackson 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)241-7370



COUNTY OF NASSAU

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

1. Name of the Entity: Leadership Training Institute

Address: 50 Clinton Street, Suite 607

City: Hempstead State: NY Zip Code: 11550

2. Entity's Vendor Identification Number: 11-2239383

3. Type of Business: Other (specify) LTI is a not-for-profit 501 (c) 3 organization

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

1 File(s) uploaded

*No principals have been attached to this form.*

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

If none, explain.

LTI does not have shareholder/partners/members

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

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

None

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

None

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

None

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

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

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

Aster Mehreteab [MMEHRETEAB@LTINY.ORG]

Dated: 12/16/2019 04:50:45 PM

Title: Chief Executive Officer

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

**LEADERSHIP TRAINING INSTITUTE**  
**Board of Directors**

Board Member Name and Address	Position	Telephone No.
Greta M. Rainsford M.D. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Chair	(516)485-6238
Marvin Smith 50 Clinton Street, Suite 607 Hempstead, NY 11550	Secretary/Treasurer	(631)870-9963
Deborah Thomas 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)280-6361
William Glacken, Esq. 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)287-5905
Rosetta B. Langlois 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)286-1874
J. Barrington Jackson 50 Clinton Street, Suite 607 Hempstead, NY 11550	Board Member	(516)241-7370

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 Probation, having its principal office at 400 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Leadership Training Institute Inc, a New York State not-for-profit corporation, having its principal office at 50 Clinton Street, Suite 607, Hempstead, N.Y. 11550 (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, the Department seeks to contract with a vendor agency to provide re-entry services to individuals released from prison and supervised by the NYS Department of Corrections and Community Supervision (DOCCS). The vendor will collaborate with the NYS Department of Corrections and Community Supervision (DOCCS) and community service providers to meet the needs of individuals returning to communities from state incarceration. Cognitive behavioral interventions and /or employment readiness programs will be delivered to facilitate individual change in thinking and behavior and increase the capacity to obtain and retain employment. CRTF coordinators and staff will work with DOCCS to identify participant stabilization needs, including but not limited to housing, social service benefits, employment, obtaining proper identification, and behavioral health, as well as medical treatment.

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 promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from October 1, 2019 through September 30, 2020, subject to sooner termination as provided in this Agreement. The

Agreement may be renewed, at the discretion of the County, for four (4) additional one (1) year terms.

2. Services. The services to be provided by the Contractor under this Agreement (the "Services") shall include the case management and operation of programs known as the County Re-Entry Task Force (CRTF). These Services are more fully described in the Scope of Services, which is incorporated herein by reference and attached hereto as Appendix "A." Further to the foregoing, the Contractor shall comply with all terms and conditions of the New York State Division of Criminal Justice Services grant incorporated herein by reference and attached hereto as Appendix A.

3. Reporting.

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

(b) The Contractor shall electronically submit to the New York State Division of Criminal Justice Services (DCJS) a monthly report in a format approved by the Department and DCJS enumerating the following as outlined in Appendix B:

- 1) total number of individuals served during the month. (Each individual shall be identified by name, identifying number and date of referral;
- (2) total number of services provided to each individual by service type
- (3) referral date, opening date and closing date; and
- (4) other statistical information requested by the Department or required by DCJS which is relevant to the program's status and success.

c. The CRTF contract deliverables shall include:

- Conduct Case Conferencing for referred cases.
- Develop service plans to guide service coordination.
- Provide service coordination for a period of 30-120 calendar days, or as needed.

- Enroll and engage individuals in an approved CBI and/or employment readiness program, as outlined in Appendix B: DCJS Pre-Approved Cognitive Behavioral and Employment Readiness Curricula.
- Ensure that those enrolled and engaged in a CBI and/or an employment readiness program successfully complete whenever possible.

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

4. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed **One-Hundred Ninety Thousand Dollars 00/100 (\$190,000.00) Dollars.** Payment to the Contractor shall be made monthly, in arrears, on a reimbursement basis, for expenses approved by the Department which have been incurred in accordance with the attached Line-Item Budget. The Contractor shall request reimbursement for such expenses by submitting standard County claim forms that have been duly certified by the Contractor and approved by the Department, and filed in the Office of the Comptroller of the County. The Contractor is authorized to reallocate funds in the Line-Item Budget only with the advance written approval of the Department. However, even in the event of a reallocation of funds approved by the Department, the Maximum Amount shall remain unchanged. The parties agree that the Maximum Amount covers all Contractor costs necessary to carry out the promises and covenants contained in this Agreement. Under no circumstances shall the Contractor bill the County for activity or expense not provided for in this Agreement or which exceeds the Maximum Amount.

Payment shall be made as follows:

- (i) The invoices shall be paid monthly, in arrears, on a reimbursement basis only after a demonstration of an actual cash expenditure, in accordance with the Line-Item Budget annexed hereto as Appendix C. Under no circumstances will a claim be recognized if submitted on an accrual basis. All payments hereunder shall be made upon the submission of standard County claim forms certified by the Contractor, approved by the Department, and filed with the Comptroller of the County.
- (ii) Payment of Indirect Costs section of Appendix C shall be made in equal monthly installments in arrears.
- (iii) Within sixty (60) days of the termination of this Agreement, or on an annual basis within sixty (60) days of the first day of the new contract term if the County elects to renew or extend this Agreement, a complete and final accounting of the monies under this

Agreement by the Contractor shall be submitted to the Department and the Comptroller of the County, together with a refund of excess payments by the County, if any.

(iv) The payment of one-time salary enhancements or bonuses is not permitted under this Agreement and, if claimed, will be disallowed.

(v) Claims submitted must contain supporting documentation for each expenditure claimed (i.e. cancelled checks and/or bank statements) showing that the expenditure was actually paid by the vendor. This is a vendor requirement by the county Comptroller's Office.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and on a reimbursement basis and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month. Payment claims must bear an original signature of an authorized official or staff member of the Contractor and be submitted to the Department.

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

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement.



(f) Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate: the provision of the Services is contingent upon funding through the Grant. The Department has the unilateral right to discontinue the Services upon the termination or impending termination of funding for the Services. The Department reserves the unilateral right to adjust or discontinue the Services if the afore mention Grant is only partially funded, either at the inception of the Grant period or if funding is curtailed, discontinued or reduced during the term of the Grant.

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

5. 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).

6. 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.

7. 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended and all rules and regulations promulgated thereunder, 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 the HIPAA Business Associate Agreement, attached hereto as Exhibit A, Appendices B, EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws,

ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Protection of Client Information. (i) Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357. The Contractor shall comply with Section 33.13 of the Mental Hygiene Law (governing confidentiality). (ii) The Contractor and its Contractor Agents shall comply with all applicable federal and State statutes and regulations relating to the maintenance and dissemination of confidential information

including, but not limited to, sections 21, 111, 136, 168.7, 367-b, 369, 349-a(1), 372, 373-a, 409, 409-a, 412, 422, 422-a, 444, 459-g and 473-e of the Social Services Law; section 501-c of the Executive Law; Article 6, 18 and 27-F of the Public Health Law; 9 NYCRR sections 164.7 and 168.7; sections 22.05[b] and 33.13 of the Mental Hygiene Law; and 18 NYCRR sections 347.19, 357, 357.3, 357.4, 421.2, 423, 423.7, 431.7, 432, 432.7, 441.7, 452.10, 457.16, 462.9, 465.1 and 655.1; section 114 of the Domestic Relations Law, the confidentiality of alcohol and drug abuse patient records as published in the Federal Register, August 10, 1987, 42 CFR, Part 2, Vol. 52, No. 110; Section 290-299 of the Executive Law and the Civil Rights Law of New York State; and the rules regarding the use of HIV/AIDS information at 18 NYCRR section 360-8.1 and 10 NYCRR section 63.

(ii) The provisions of this paragraph shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (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 licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

9. 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.

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence, (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 which is 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.

11. 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.

12. Work Performance Liability.

(a) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with this Agreement. The Contractor shall be primarily liable even when using subcontractors, independent contractors, consortiums or partners to perform some or all

of the work contemplated by this Agreement, and even if the use of such partners or subcontractors has been approved by the County.

(b) Nothing contained in this Agreement or otherwise shall create any contractual relation between the County and any subcontractors. The Contractor agrees to be as fully responsible to the County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

(c) The Contractor's obligation to pay its subcontractors is an independent obligation from the County's obligation to make payments to the Contractor. As a result, the County shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

(d) The Contractor shall comply with the insurance requirements, as provided in the Insurance Section 9(b).

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

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

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Director of the Department (the "Director"), 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 Director 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 Director.

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

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

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

14. 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.

15. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Director in writing and request disposition instructions.

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

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

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



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

17. 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.

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

19. All Legal Provisions Deemed Included; Severability; Supremacy (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with 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.

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

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

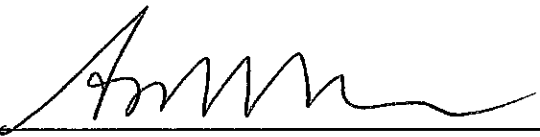
22. Executory Clause. Notwithstanding any other provision of this Agreement:

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement and agree to be bound by its terms as of the first date written above.

LEADERSHIP TRAINING INSTITUTE

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

Name: Aster Mehreteab

Title: Chief Executive Officer

Date: 9/26/19

NASSAU COUNTY

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

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

Title: Chief Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

124468

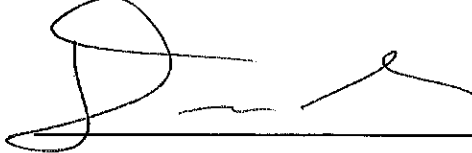
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 26 day of September in the year 2019 before me personally came Aster Mehmetb to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the Chief Executive Officer of Leadership Training Institute, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201 before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she **is a Deputy County Executive** of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

\_\_\_\_\_

## Appendix A

### **Appendix: CRTF Work Plan Template**

### **Objectives and Required Tasks**

#### **GOAL FOR STATEWIDE PLAN FOR CRTF PROGRAMS**

The primary goal of the CRTF program is to reduce offender recidivism. It is expected that CRTF participants will be more successful in reintegrating into the community having received effective service planning and coordination, increased access to cognitive behavioral interventions and/or job- readiness programs, and sustained support during the critical period of re-entry.

The CRTFs will establish and maintain a quality county-based service delivery system to address criminogenic and stabilization needs of individuals released from prison.

Each CRTF will build or maintain capacity for a continued schedule of cognitive behavioral interventions (CBI) and/or employment readiness services to CRTF participants so that services are available throughout the year.

#### **Objective #1: Case Conferencing**

Conduct case conference for each eligible participant referred to the CRTF. Eligible participants include those assessed as DOCCS Supervision Level 1, 2, or 3, or other special populations defined in the DCJS CRTF Guidance Document.

##### **Tasks:**

1. CRTF will convene bi-weekly meetings of the Case Conferencing Committee to review referred cases.
  - Prior to Case Conferencing each potential participant, the CRTF will receive from DOCCS the CRTF referral form, a signed consent form, and the Community Prep Packet.
2. At the Case Conference, the CRTF and DOCCS staff will:
  - Review the case plan provided by DOCCS; and
  - Discuss referrals for services and CBI and/or employment readiness programming.

##### **Case File Documentation:**

1. Community Prep Packet;
2. Consent Form signed by participant
3. Any additional needs/responsivity assessments, as applicable

##### **Required Reporting in the Community Corrections Data Submission (CCDS) application:**

1. Date of case conference

#### **Objective #2: Intake and Service Plan Completion**

Conduct intake and prepare service plan on agreed upon number of individuals

**Tasks:**

1. During the Intake appointment with the participant present, CRTF staff will:
  - Review all available participant information
  - Discuss benefits of service coordination
  - Identify the needs to be addressed
  - Review the expectations of CRTF participation
2. CRTF staff will:
  - Make service referrals, as agreed during case conference;
  - Maintain a record of the services to which the participant is referred;
  - Ensure that all consents for release of information are signed.
3. The CRTF will prepare a written plan for service coordination that includes:
  - Service coordination start date;
  - The anticipated length of service coordination (typically 30-120 days)
  - Services to which the parolee will be referred or will receive provided by the CRTF, including the name of each provider
4. CRTF staff and the participant will sign and date the service coordination plan and provide a copy to the parole officer.

**Case File Documentation:**

1. Copy of the service coordination plan, dated and signed by participant;
2. Referrals to services and/or transitional employment (if applicable);
3. Consents to release information (if applicable)

**Required Reporting in CCDS application:**

1. Date service plan approved

**Objective #3: Service Coordination (30-120 days, or longer)**

Provide quality service coordination to the agreed number of CRTF participants

**Tasks:**

1. CRTF staff will meet with the participant on an as needed basis, based on the degree/intensity of service coordination.
2. CRTF staff will periodically review the service coordination plan (at least every 30-45 days) and will communicate with service providers to assess progress.
3. CRTF staff will modify the service coordination plan, as needed, and provide a copy of revised service coordination plan to the parole officer.
4. Prior to conclusion of service coordination, the CRTF staff must review the status of the service coordination plan and prepare an CRTF Exit Summary for parole staff and the participant.

- a. Exit summaries should include: the end date of CRTF service coordination, a list of services that were provided and by whom, a summary of the progress made by the participant throughout service coordination, completion status of referral services, and any needs that require a referral to additional service providers.

**Case File Documentation:**

1. Case notes documenting periodic service coordination reviews, with dates and parties involved.
2. Documentation that indicates:
  - Date of referral to service(s);
  - The start and end date of the service(s) received; and
  - Notes to indicate progress or completion status, as applicable.

**Required Reporting in CCDS application:**

1. Date service coordination is initiated. (Note: This date should only be reported if the CRTF has met with the parolee to finalize and sign the service plan.)
2. Date service coordination ends. (Note: This should reflect the date the Exit Summary is provided to Parole.)

**Objective #4: Enrollment and Completion in Cognitive Behavioral Intervention and/or Employment Readiness Training**

Enroll and engage CRTF participants in Cognitive-Behavioral Intervention (CBI) programs and/or an Employment Readiness (ER) programs. *(Name of curriculum will be inserted. Intended number of individuals to be enrolled will be inserted. Intended number of individuals to be completed will be inserted here).*

**(For grantees delivering more than one curriculum the objective above may be duplicated to add additional curricula).**

**Tasks:**

- Conduct CBI and/or ER programs using certified facilitators and with fidelity to the model.
- Enroll and engage participants in a CBI and/or in an ER program.
- Document CBI and/or ER attendance with attendance rosters, including dates, times, and participant sign-ins for each module/session.
- Work with participants to make-up missed modules/sessions prior to the next session.

**Case file documentation:**

1. Referral form for CBI and/or ER;
2. Class/session attendance sheets;
3. Case notes pertaining to make-up sessions;
4. Completion certificate for CBI and/or ER

**Required Reporting in CCDS application:**

1. CBI/ER enrollment date;
2. CBI/ER completion date.

**Objective #5: Bimonthly CRTF Meetings**

Hold bi-monthly meetings. Invitees should include DOCCS Parole and Re-Entry staff, DCJS staff, Commissioner of Social Services or designee, mental health, Health Homes, and other services.

**Tasks:**

- A comprehensive agenda will be sent electronically to all invitees at least one week prior to the meeting date. The agenda will include:
  - Year to date outcomes and achievements will be included in the agenda
  - A discussion should take place related to any barriers or obstacles experienced by CRTF staff or referred services
- Circulate attendance sheet for attendees to sign; provide attendance sheet to DCJS staff.

**Documentation:**

1. Agenda and meeting minutes
2. Attendance sheets for each meeting

**Objective #6: Community Outreach and/or Public Education**

Engage members of the community, including formerly-incarcerated individuals and their families, in building a comprehensive re-entry system through community education and outreach efforts.

**Tasks:**

- Organize community events to strengthen the local re-entry system. These events may include public awareness campaigns, community forum discussions, job/resource fairs, conferences, social media, publication of informational materials or advertising.
- Educate the public about re-entry services available through CRTF and partner organizations.

**Documentation:**

1. Copies of advertising materials (flyers, social media announcements, advertising, etc.)
2. Copies of distributed materials (posters/pamphlets, literature, etc.)

**Objective #7: Distance Learning Modules**

Each CRTF Coordinator and staff will complete the DCJS Distance Learning Modules within 6 months of contract execution or within 6 months of staff hiring date.

**Tasks:**

- CRTF staff will complete all distance learning modules
- CRTF Coordinator will track staff completion of modules

**Documentation:**



1. Written attestation of completion of Distance Learning Modules for each staff member

### Qualifications for CRTF Coordinator

#### **Appendix: *Standardized Credentials--Recommended Qualifications for CRTF Coordinator***

Supervision and direction of the CRTF Coordinator is the responsibility of the implementing agency.

##### **Minimum Qualifications**

1. Education and Experience:
  - a. Associate degree in criminal justice **and** five years' experience working with the criminal justice population
  - OR
  - b. bachelor's degree in criminal justice, social work, psychology or related field **and** three years' experience working with the criminal justice population
2. Strong verbal, written communication skills and organizational skills
3. Demonstrate knowledge of community-based service organizations
4. Demonstrate ability to coordinate service delivery in a multidisciplinary environment which provides services to ex-offenders
5. Demonstrate ability to work as a member of a service coordination team
6. Demonstrate proficiency with computer applications specifically knowledge of Microsoft Office software applications such as Word and Excel
7. Demonstrate ability to work in a fast-paced work environment
8. Strong time management skills and ability to prioritize tasks necessary to accomplish goals

##### **B. Preferred Qualification**

1. Knowledge of the Transition from Prison to Community Model and Evidence Based Principles

##### **C. Other Requirements**

1. Candidate will be subject to background investigation
2. Candidate will be required to disclose associations and/or family members under the supervision of parole or probation or currently incarcerated
3. Representative(s) of DOCCS (Parole) will be on the interview committee, where feasible.

## **Appendix "A"**

### **Objective #1: Case Conferencing**

Conduct case conference for each eligible participant referred to the CRTF. Eligible participants include those assessed as DOCCS Supervision Level 1, 2, or 3, or other special populations defined in the DCJS CRTF Guidance Document.

#### **Tasks:**

- CRTF will convene bi-weekly meetings of the Case Conferencing Committee to review referred cases.
  - Prior to Case Conferencing each potential participant, the CRTF will receive from DOCCS the CRTF referral form, a signed consent form, and the Community Prep Packet.
- At the Case Conference, the CRTF and DOCCS staff will:
  - Review the case plan provided by DOCCS; and
  - Discuss referrals for services and CBI and/or employment readiness programming.

#### **Case File Documentation:**

4. Community Prep Packet;
5. Consent Form signed by participant
6. Any additional needs/responsivity assessments, as applicable

#### **Required Reporting in the Community Corrections Data Submission (CCDS) application:**

1. Date of case conference

### **Objective #2: Intake and Service Plan Completion**

Conduct intake and prepare service plan on agreed upon number of individuals

#### **Tasks:**

- During the Intake appointment with the participant present, CRTF staff will:
  - Review all available participant information
  - Discuss benefits of service coordination
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  - Review the expectations of CRTF participation
- CRTF staff will:
  - Make service referrals, as agreed during case conference;
  - Maintain a record of the services to which the participant is referred;
  - Ensure that all consents for release of information are signed.
- The CRTF will prepare a written plan for service coordination that includes:
  - Service coordination start date;

- The anticipated length of service coordination (typically 30-120 days)
- Services to which the parolee will be referred or will receive provided by the CRTF, including the name of each provider
- CRTF staff and the participant will sign and date the service coordination plan and provide a copy to the parole officer.

**Case File Documentation:**

7. Copy of the service coordination plan, dated and signed by participant;
8. Referrals to services and/or transitional employment (if applicable);
9. Consents to release information (if applicable)

**Required Reporting in CCDS application:**

1. Date service plan approved

**Objective #3: Service Coordination (30-120 days, or longer)**

Provide quality service coordination to the agreed number of CRTF participants

**Tasks:**

5. CRTF staff will meet with the participant on an as needed basis, based on the degree/intensity of service coordination.
6. CRTF staff will periodically review the service coordination plan (at least every 30-45 days) and will communicate with service providers to assess progress.
7. CRTF staff will modify the service coordination plan, as needed, and provide a copy of revised service coordination plan to the parole officer.
8. Prior to conclusion of service coordination, the CRTF staff must review the status of the service coordination plan and prepare an CRTF Exit Summary for parole staff and the participant.
  - a. Exit summaries should include: the end date of CRTF service coordination, a list of services that were provided and by whom, a summary of the progress made by the participant throughout service coordination, completion status of referral services, and any needs that require a referral to additional service providers.

**Case File Documentation:**

- Case notes documenting periodic service coordination reviews, with dates and parties involved.
- Documentation that indicates:
  - Date of referral to service(s);
  - The start and end date of the service(s) received; and
  - Notes to indicate progress or completion status, as applicable.

**Required Reporting in CCDS application:**

10. Date service coordination is initiated. (Note: This date should only be reported if the CRTF has met with the parolee to finalize and sign the service plan.)

11. Date service coordination ends. (Note: This should reflect the date the Exit Summary is provided to Parole.)

**Objective #4: Enrollment and Completion in Cognitive Behavioral Intervention and/or Employment Readiness Training**

Enroll and engage CRTF participants in Cognitive-Behavioral Intervention (CBI) programs and/or an Employment Readiness (ER) programs. *(Name of curriculum will be inserted. Intended number of individuals to be enrolled will be inserted. Intended number of individuals to be completed will be inserted here).*

**(For grantees delivering more than one curriculum the objective above may be duplicated to add additional curricula).**

**Tasks:**

9. Conduct CBI and/or ER programs using certified facilitators and with fidelity to the model.
10. Enroll and engage participants in a CBI and/or in an ER program.
11. Document CBI and/or ER attendance with attendance rosters, including dates, times, and participant sign-ins for each module/session.
12. Work with participants to make-up missed modules/sessions prior to the next session.

**Case file documentation:**

5. Referral form for CBI and/or ER;
6. Class/session attendance sheets;
7. Case notes pertaining to make-up sessions;
8. Completion certificate for CBI and/or ER

**Required Reporting in CCDS application:**

1. CBI/ER enrollment date;
2. CBI/ER completion date.

**Objective #5: Bimonthly CRTF Meetings**

Hold bi-monthly meetings. Invitees should include DOCCS Parole and Re-Entry staff, DCJS staff, Commissioner of Social Services or designee, mental health, Health Homes, and other services.

**Tasks:**

- A comprehensive agenda will be sent electronically to all invitees at least one week prior to the meeting date. The agenda will include:
  - Year to date outcomes and achievements will be included in the agenda
  - A discussion should take place related to any barriers or obstacles experienced by CRTF staff or referred services
- Circulate attendance sheet for attendees to sign; provide attendance sheet to DCJS staff.

**Documentation:**

12. Agenda and meeting minutes
13. Attendance sheets for each meeting

### **Objective #6: Community Outreach and/or Public Education**

Engage members of the community, including formerly-incarcerated individuals and their families, in building a comprehensive re-entry system through community education and outreach efforts.

#### **Tasks:**

13. Organize community events to strengthen the local re-entry system. These events may include public awareness campaigns, community forum discussions, job/resource fairs, conferences, social media, publication of informational materials or advertising.
14. Educate the public about re-entry services available through CRTF and partner organizations.

#### **Documentation:**

- Copies of advertising materials (flyers, social media announcements, advertising, etc.)
- Copies of distributed materials (posters/pamphlets, literature, etc.)

### **Objective #7: Distance Learning Modules**

Each CRTF Coordinator and staff will complete the DCJS Distance Learning Modules within 6 months of contract execution or within 6 months of staff hiring date.

#### **Tasks:**

9. CRTF staff will complete all distance learning modules
10. CRTF Coordinator will track staff completion of modules

#### **Documentation:**

1. Written attestation of completion of Distance Learning Modules for each staff member

### **Qualifications for CRTF Coordinator**

#### ***Appendix: Standardized Credentials--Recommended Qualifications for CRTF Coordinator***

Supervision and direction of the CRTF Coordinator is the responsibility of the implementing agency.

#### **• Minimum Qualifications**

- Education and Experience:
  - Associate degree in criminal justice **and** five years' experience working with the criminal justice population
  - OR
  - bachelor's degree in criminal justice, social work, psychology or related field **and** three years' experience working with the criminal justice population
- Strong verbal, written communication skills and organizational skills
- Demonstrate knowledge of community-based service organizations

- Demonstrate ability to coordinate service delivery in a multidisciplinary environment which provides services to ex-offenders
  - Demonstrate ability to work as a member of a service coordination team
  - Demonstrate proficiency with computer applications specifically knowledge of Microsoft Office software applications such as Word and Excel
  - Demonstrate ability to work in a fast-paced work environment
  - Strong time management skills and ability to prioritize tasks necessary to accomplish goals
- **Preferred Qualification**
    - Knowledge of the Transition from Prison to Community Model and Evidence Based Principles
- **Other Requirements**
    - Candidate will be subject to background investigation
    - Candidate will be required to disclose associations and/or family members under the supervision of parole or probation or currently incarcerated
    - Representative(s) of DOCCS (Parole) will be on the interview committee, where feasible.

## Appendix B

### **County Re-entry Task Force (CRTF) Program Goals and Objectives**

The primary goal of the CRTF program is to reduce offender recidivism. It is expected that CRTF participants will be more successful in reintegrating into the community having received effective service planning and coordination, increased access to cognitive behavioral interventions and/or job-readiness programs, and sustained support during the critical period of re-entry.

The CRTFs will establish and maintain a quality county-based service delivery system to address the needs of individuals released from prison.

Each CRTF will build or maintain capacity for a continued schedule of cognitive behavioral interventions (CBI) and/or employment readiness services to CRTF participants so that services are available throughout the year.

#### **1. CRTF Purpose:**

DCJS will work with each CRTF to determine the number of individuals to be served. Target numbers for the 2019-2020 contract year should allow a high-quality intervention to be delivered to as many participants as reasonable, given anticipated release numbers. CRTFs should consider the following when proposing the number served:

- a. the number of intakes served in prior years (see Appendix: *CRTF Intake Achievements 2016-2017 and 2017-2018*);
- b. the number of eligible individuals released from DOCCS and returned to their county in 2018 under community supervision (see Appendix: *2018 DOCCS Parole Releases by County and Supervision Level* and Appendix: *DOCCS 20+ year data*)

The CRTF contract deliverables shall include:

- Conduct Case Conferencing for referred cases.
- Develop service plans to guide service coordination.
- Provide service coordination for a period of 30-120 calendar days, or as needed.
- Enroll and engage individuals in an approved CBI and/or employment-readiness program, as outlined in Appendix: *DCJS Pre-Approved Cognitive Behavioral and Employment Readiness Curricula*.
- Ensure that those enrolled and engaged in a CBI and/or an employment readiness program successfully complete whenever possible.

## **B. CRTF Program Model Requirements**

There are four components of the CRTF program model. DCJS will provide guidance and technical assistance to the CRTF's with respect to development of the work plan and program/services.

### **1. Case Conferencing:**

*CRTF Case Conferencing* is defined as a formal, planned and structured event with interdisciplinary professionals held every two weeks to develop a service coordination plan for consenting persons released from incarceration. CRTFs use Case Conferences to review documents and information provided by DOCCS regarding a participants' stabilization and criminogenic needs. Case Conferencing can be used to identify or clarify issues regarding client needs and goals; to establish roles and responsibilities for those involved with each participant; to identify strategies to overcome barriers for active CRTF participants' progress, and to make adjustments to active service coordination plans. Case Conferences are used for pre-release and post-release planning and for pre-release in-reach with correctional facilities. Case Conferences are documented in the participant's record.

The CRTF coordinator should work with DOCCS to develop a process by which eligible participants are referred for Case Conferencing in advance of their projected DOCCS release date in order to provide sufficient time to identify the appropriate services needed.

CRTF coordinators should convene the Case Conferencing committee bi-weekly to review potential referrals to the CRTF. Prior to Case Conference, a signed participant consent form must be provided to the CRTF. CRTFs should develop and maintain a system which allows most cases to be conferenced prior to an individual's release from prison whenever possible.

Members of the Case Conferencing Committee should include the CRTF Coordinator, parole staff, and primary service providers such as the Department of Social Services (DSS), mental health, substance abuse services, housing services, veterans, and any relevant providers who serve special populations (i.e. sex offender treatment, and Health Homes). During the Case Conference, the following should be addressed for each potential CRTF participant:

- Review the COMPAS Re-Entry narrative, legacy bar chart, and case plan with goals created by Offender Rehabilitation Coordinator (ORC) with inmate's input while at facility;
- Determine the criminogenic and stabilization needs to be addressed; and
- Discuss the services to be provided and document the services in the CRTF participant's service coordination plan



## **2. Intake and Re-Entry Service Coordination Plan:**

*Intake* is defined as the initial in-person appointment between CRTF staff and the participant. During the intake appointment, CRTF staff will provide a brief orientation of the CRTF program, provide expectations of CRTF participation, review the DOCCS case plan, and discuss the benefits of service coordination for identified needs. The re-entry service coordination plan includes the identified criminogenic and stabilization needs, recommended services, and pertinent information that impact the delivery of services based on a participant's individual strengths, challenges and identified preferences. Service coordination plans should be structured to reflect realistic goals. All scheduled appointments and/or ongoing requirements should be reasonable and able to be accomplished.

CRTFs must finalize the re-entry service coordination plan to address the participant's stabilization and criminogenic needs.

- The Intake appointment is an in-person meeting between the CRTF participant and the CRTF Coordinator or staff. The Parole Officer should be invited to attend this initial meeting. In cases where a pre-release Case Conference is held, the Intake appointment should occur within one week of an individual's release from prison.
- The CRTF Coordinator or staff will work with the CRTF participant to develop and finalize the re-entry service coordination plan.
- A copy of the re-entry service coordination plan signed by the participant will be provided to the parole officer as well as the participant.

The re-entry service coordination plan should focus on the participant's most immediate needs, which should be targeted within the first several months after release. The list of services below is meant to provide examples of such services:

- a) Housing: Assist in obtaining housing, such as parole stabilization housing, residential treatment centers, halfway houses, DSS-subsidized housing, and private residences. May include coordination with DSS and NYC HSA;
- b) Local and Federal Social Services Assistance: Assist in obtaining social services, such as Social Security Insurance, Social Security Disability, food stamps, Medicaid, child support enforcement services, and TANF;
- c) Employment: Assist in obtaining employment or employment programs/services, such as employment readiness, Career Centers, Department of Labor, ACCES/Vocational Rehabilitation (VR), transitional employment, and temporary employment agencies;

- d) Education: Assist in pursuing education and vocational services, such as Test Assessing Secondary Completion, high school equivalency, educational programs and/or vocational training programs (e.g. SUNY Attain Labs, etc.);
- e) Cognitive Behavioral Interventions (CBI) Programs: Assist in enrolling participants in DCJS approved CBI programs;
- f. Behavioral Health Treatment: Assist in obtaining chemical dependency treatment, mental health treatment and sex offender treatment;
- g. Mentoring Services: Assist in obtaining peer support and/or mentoring services;
- h. Health Homes: Assist in accessing health care managers-service coordinators; and
- i. Medical treatment services.

### **3. Service Coordination:**

*Service Coordination* is defined as the interaction between the CRTF and the individual to support participation and progress in services identified in the re-entry service coordination plan. CRTF staff should be in regular communication with participants. These contacts may be in-person when necessary, and may also be via phone calls, text messages and emails as appropriate. When there is a need for an in-person meeting, CRTFs should make use of existing Parole reporting days.

Tasks associated with service coordination should include making and scheduling appointments and following-up with direct service providers to ensure participants are receiving services indicated in the service plan.

While service coordination is expected to last between 30-120 days for most participants, the duration of service coordination will be determined by each participant's unique risk and needs.

Once it is determined by the CRTF Coordinator and Parole Officer that service coordination is complete, an exit summary is prepared and shared with the Parole Officer. An exit summary document reflects the participant's progress in their individual service coordination plan. A copy of the exit summary is maintained in the CRTF participant's file.

### **4. Cognitive Behavioral Interventions and Employment Readiness Services:**

CRTFs will be expected to provide a Cognitive-Behavioral Intervention (CBI) and/or an Employment-Readiness curriculum to participants. CRTFs are encouraged to select one or more of the DCJS approved CBI or Employment-Readiness curricula and develop a regular schedule by which these interventions will be routinely available to

participants throughout the contract year. If a CRTF seeks to provide another CBI or Employment-Readiness curricula, the programs must be approved by DCJS. See Appendix: *DCJS Pre-Approved Cognitive Behavioral and Employment Readiness Curricula* for more information.

### **C. CRTF Target Population**

CRTF's should target individuals designated by DOCCS as Supervision Level 1, 2, or 3 cases. Special populations who are Supervision Level 4 may be served, regardless of supervision level, as these individuals have needs that require services. Special populations include:

- Women with high service needs;
- Adolescents and juvenile offenders on parole or recently released from an Office Children and Family Services (OCFS) residential facility;
- Persons with mental illness or developmental disabilities, severe medical issues or those with hearing, visual or physical impairments;
- Long-term Incarcerated Individuals – those released who have been incarcerated for 20 years or more; and
- Individuals who have violated parole and were re-released.

### **D. CRTF Structure**

#### **1. CRTF Membership**

Each CRTF is led by Co-Chairs representing the County and DOCCS. This ensures effective coordination of services and support for successful re-entry. Each CRTF is required to maintain a full-time Re-entry Coordinator who is responsible for managing the day-to-day operations for delivery of services to the targeted population. CRTFs seek to increase the community's service capacity to assist individuals released from state incarceration. It is expected that the CRTF will continue to engage community providers not on the task force to build local capacity and maximize the availability of services for participants.

The full CRTF meets bi-monthly to review program progress, identify gaps in service delivery systems, and identify new service providers. The membership may vary by county or agency, as the needs of returning individuals and available system resources differ across jurisdictions. The CRTF members should support the primary goal to reduce offender recidivism and increase public safety. In addition to Co-chairs and CRTF staff, bi-monthly meeting membership should include, but is not limited to:

- County Social Services Commissioner or designee (REQUIRED) - In NYC, Department of Homeless Services and Human Resource Administration;

- County health, mental health, motor vehicles, probation, veterans' services, district attorney's office, court representatives, and/or the county legislature;
- State representatives from Office of Alcohol and Substance Abuse Services (OASAS) Field Office, Adult Career and Continuing Education Services/Vocational Rehabilitation District Offices (ACCES-VR), Office of Mental Health, Economic Development Councils, SUNY Educational Opportunity Centers;
- State Department of Labor's Career Center and County Workforce Investment Boards;
- Direct service providers and community-based organizations (with particular emphasis on those who (a) utilize a cognitive-behavioral approach to treatment services; (b) deliver services which address criminogenic needs; (c) deliver services which address significant stabilization needs; and (d) provide job readiness assistance.);
- Law enforcement officials affiliated with the Gun Involved Violence Elimination Initiative (GIVE), and regional Crime Analysis Centers (CACs), and/or SNUG, if appropriate;
- Individual(s) formerly under DOCCS supervision;
- Victim advocacy organization(s);
- Local housing authority and programs;
- Local research partners, educators and academia;
- Representatives from the business community;
- Health Homes providers; and
- Mentoring and Peer Support services.

## **2. CRTF Leadership**

CRTFs are led by the County Co-chair and the DOCCS Co-chair. The CRTF Co-chairs oversee the CRTF program and the Coordinator, to ensure task force functions are performed with full support from DOCCS and community-based service providers. Co-Chairs should attend all CRTF bi-monthly meetings.

- **County Co-chair**

The County Co-chair is the chief elected official or his/her designee, which may include a representative from an administrative agency or entity. This can include the Commissioner of Social Services, Director of Probation, Commissioner of Health/Mental Health, District Attorney, as well as the Chair of a Criminal Justice Advisory Board, Alternatives to Incarceration Advisory Board, or county legislature.

- **DOCCS Co-chair**

The DOCCS Co-chair is designated by the DOCCS Commissioner or designee. The DOCCS Co-chair ensures coordination between DOCCS facility staff, DOCCS field staff and the CRTF. The DOCCS Co-chair will ensure that a sufficient number of referrals are made to the CRTF.

### **3. CRTF Coordinator**

The CRTF Coordinator oversees the day-to-day functions of the CRTF. Specifically, the Coordinator is required to ensure that all tasks and activities below are conducted by CRTF staff:

- Facilitate engagement of state and local partners in the CRTF to ensure the availability of benefits, services, and community-level support for re-entry;
- Assist in developing individual re-entry service plans;
- Develop a working knowledge of local community services;
- Provide quality service coordination to ensure participants are receiving needed services deemed critical for success;
- Conduct re-entry service plan reviews, with CRTF participants, and document progress; include Parole officers when possible;
- Ensure the delivery of CBI and/or employment readiness services as outlined in the work plan;
- Coordinate bi-weekly Case Conference meetings and provide a schedule to DCJS of these meetings upon request;
- Schedule bi-monthly meetings of the CRTF;
- Ensure DCJS is notified of all bi-monthly CRTF meetings with an agenda a week prior to the meeting;
- Following each bi-monthly CRTF meeting, submit to DCJS an attendance roster and minutes of the meeting within a week following the meeting;
- Advise members about the CRTF's role as a referral service designed to link returning individuals to necessary services;
- Serve as the primary liaison with DOCCS to receive appropriate referrals;
- Serve as a liaison between the CRTF and DCJS;
- Ensure completion and submission of all required reports to DCJS by established due dates;
- Promptly notify DCJS Office of Probation and Correctional Alternatives (OPCA) re-entry unit staff and CRTF Co-chairs of any barriers, limitations or obstacles to providing services to participants and submit a performance improvement plan to address such concerns;
- Ensure prompt notification to DCJS and Co-chairs of any critical incidents involving CRTF operations, including its members or staff, specific programmatic services, and/or CRTF participants, as well as any negative media reports;
- Organize and deliver outreach and educational events; and
- Monitor performance targets and ensure appropriate documentation and reporting to DCJS.

#### **4. CRTF Bi-Monthly Meeting and Agendas**

CRTF meeting agendas must include a discussion of year-to-date outcomes and achievements as outlined in the contract work plan. A copy of the agenda should be submitted to DCJS one week in advance of each bi-monthly meeting. Upon completion of the meeting, CRTF should provide a copy of the signed attendance sheet to DCJS.

The meeting space should be suitable to engage all members and foster open discussion. The space should have phone conferencing capability.

#### **5. Case Conference Committee**

The Case Conference Committee meets bi-weekly and includes DOCCS staff, the CRTF Coordinator, and may include the Commissioner or his/her Designee from county social services, county mental health, Health Home representatives, as well as other direct service providers. Contingent upon the consent provided by a prospective participant, the Committee will conference cases prior to the individual's release date whenever possible.

The County Re-entry Task Force Referral Form is used by DOCCS to refer eligible participants to the Coordinator. The Community Prep Packet is provided by DOCCS for the purposes of conducting a Case Conference to discuss eligible CRTF participants. The Community Prep Packet is a comprehensive referral package which includes the completed Re-entry Task Force Referral Form, DOH consent form, COMPAS Re-Entry narrative and legacy bar chart, medical/psychiatric reports, if any, and Training Achievement & Potential Employability Report (TAPER). DOCCS case plans derived from the COMPAS Re-Entry will also be provided at Case Conferencing. Based on all available information, members shall discuss cases with the goal of identifying and providing effective post-release referrals to services and programs.

During the Case Conference, DOCCS staff will access information from the Facility Population Management System (FPMS) and the Case Management System (CMS) when needed. Copies of the COMPAS Re-Entry narrative and legacy bar chart and case plan should also be shared with the Coordinator.

Case Conference meetings can also include periodic reviews and closures of active cases in the community, when appropriate.

#### **E. Public Education and Outreach Events**

CRTFs are encouraged to engage the community, including formerly-incarcerated individuals and their families, in building a comprehensive re-entry system through

community education and outreach efforts. Such activities may include, but are not limited to:

- public awareness campaigns;
- community forum discussions on topics relevant to formerly-incarcerated persons and their families;
- outreach to employers/job fairs and the business community; and
- publication of informational materials related to offender re-entry topics.

## **F. Training for CRTFs**

DCJS will provide training opportunities to CRTFs.

1. DCJS will provide training to CRTFs on the provision of effective service planning and coordination. This training will be held in Albany and is scheduled for fall 2019.

2. DCJS will provide CRTFs access to a series of Distance Learning Modules through the Integrated Justice Portal. These modules highlight evidence-based practices and effective interventions to use when working with justice involved individuals. CRTF staff are expected to complete all nine (9) Distance Learning Modules within six (6) months of contract execution, or within six (6) months in the case of new hire, for the upcoming 2019-2020 contract. Modules include:

- a. What Works in Correctional Intervention
- b. Staff Effectiveness
- c. Assessment and Classification
- d. Case Planning
- e. Addressing Responsivity
- f. Cognitive-Behavioral Interventions
- g. Behavior Management System
- h. Implementation
- i. Client Engagement

3 DCJS provides training in several cognitive-behavioral curricula and the employee readiness program Ready, Set, Work. DCJS requires facilitators to be trained and certified prior to delivering these interventions, to program participants. Information on available trainings will be provided to CRTFs in the near future.

## **G. DCJS Contract Monitoring**

Contract monitoring is conducted to assess grantee compliance with grant contract terms, compliance with applicable state and federal laws and regulations. DCJS staff will monitor programs and contracts through regular in-person site visits, phone and video conferencing.

## **H. Fidelity and Evaluation**

DCJS has developed general operating guidelines for DCJS funded community corrections programs. Grantees are encouraged to review the Appendix: *General Operating Guidelines for DCJS Funded Community Corrections Programs* before preparing their plans. Grantees are expected to be familiar with the principles of effective interventions and the risk, needs, and responsivity (RNR) framework. For more information, see <https://nicic.gov/theprinciplesofeffectiveinterventions>.

DCJS maintains a fidelity and evaluation system for funded community corrections programs. All programs will be required to cooperate fully with the process, which will:

- Confirm programs are operating as proposed;
- Assess fidelity to the CBI curriculum being offered; and
- Provide technical assistance from DCJS program staff.

## **I. Case-Level Data Reporting**

Each quarter, grantees are required to report case-level data to DCJS through the Community Corrections Data Submission (CCDS) application. For the 2019-2020 CRTF Contracts, DCJS will require case level information and elements related to program progress to be reported for each CRTF participant. Case level data should only be entered for individuals who are enrolled in the CRTF program and present for the initial intake appointment. These include:

- Date of Case Conference
- Date service plan approved
- Date Service coordination is initiated
- Date Service coordination ends
- Date of CBI or ER enrollment
- Date of CBI or ER completion

DCJS will use this data to prepare reports to summarize program activity. These reports can be used by grantees to monitor program progress and inform programming decisions. DCJS also uses the case-level data to conduct studies examining criminal justice and program outcomes.

For instructions on how to enter data into CCDS, please consult the user guide located here <https://www.ejustice.ny.gov/CommunityCorrection/docs/Community-Corrections-Data-Submission-User-Guide.pdf>.



## **APPENDIX: DCJS**

### ***Pre-Approved Cognitive Behavioral and Employment Readiness Curricula***

Cognitive behavioral interventions (CBI) is a required element for all applicants funded this RFP. Information on pre-approved CBI curricula follows. Applicants may propose to use another appropriate CBI curriculum of their choosing however, any non-pre-approved curriculum must be explained in detail and requires DCJS written approval.

#### Pre-Approved Cognitive Behavioral Curricula

- ***Thinking for a Change***

Thinking for a Change (T4C) is a cognitive-behavioral curriculum developed by the National Institute of Corrections that concentrates on changing the criminogenic thinking of offenders. T4C includes cognitive restructuring, social skills development, and the development of problem-solving skills. Active role play is encouraged and participant's complete homework exercises to reinforce content learned. T4C includes three components:

- **Cognitive self-change:** Teaches participants a concrete process for self-reflection aimed at uncovering antisocial thoughts, feelings, attitudes, and beliefs.
- **Social skills:** Prepares participants to engage in pro-social interactions based on self- understanding and consideration of the impact of their actions on others.
- **Problem solving skills:** Integrates the two previous interventions to provide participants with an explicit step-by-step process for addressing challenging and stressful real life situations.

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#### **Curriculum Overview – 25 sessions, approximately 1.5 - 2 hours each in duration**

14. Lesson 1 provides an overview and introduction.
15. Lessons 2-5 and 11-15 teach social skills.
16. Lessons 6-10 teach the cognitive self-change process.
17. Lessons 16-24 teach problem solving skills.
18. Lesson 25 provides a wrap up of the program.

#### **Lesson Format**

15. A facilitator and a co-facilitator are recommended and considered "best practice" for each lesson.
16. Each lesson has trainer scripts and exercises.
17. Lessons begins with a summary and rationale section in which the scope, breadth, and reason for teaching the lesson is provided.
18. This is followed by concepts and definitions, which outline the key points of the lesson and any definitions necessary for the trainer to facilitate the lesson.

#### **Group Size/Frequency**

- 8-12 individuals

- Recommended: 2 sessions per week

**Training** - DCJS supports T4C by training and certifying facilitators to deliver the curriculum. Approximately 40 hours depending on training model. **Website:** <http://nicic.gov/t4c>

### 19. *Thinking for a Change Booster*

Thinking for a Change (T4C) Booster is a condensed version of the original 25-session T4C curriculum designed to support successful re-entry into the community. The Booster offers CRTF participants who previously completed the full T4C course while incarcerated, an opportunity to re-visit previously learned skills, and apply those skills to real life situations.

#### **T4C Booster includes three components:**

- A Social Skills Review (Lesson 1 and 2)
- Cognitive Self-Change Review (Lesson 3 and 4)
- Problem Solving Review (Lesson 5 and 6)

#### **Curriculum Overview**

19. Lesson 1: Introduction and Modeling of Social Skills
20. Lesson 2: Social Skill Aftercare
21. Lesson 3: Thinking Controls Our Behavior
22. Lesson 4: Cognitive Self Change Aftercare
23. Lesson 5: Introduction to Problem Solving
24. Lesson 6: Problem Solving Practice

#### **Lesson Format**

25. A facilitator and a co-facilitator are recommended and "best practice" for each lesson
26. Lessons include: content overview, skill modeling, reflective activities, and skill practice (i.e. role playing)
27. Homework assignment and review play an integral part in skill assimilation and are a mandatory requirement to course completion

#### **Group Size/Session Length/Frequency**

28. 5-7 individuals
29. 2-hour sessions
30. Recommended schedule: two sessions per week, for three weeks

#### **Training**

31. T4C Booster facilitators must be trained by the New York State Division of Criminal Justice Services or a DCJS authorized trainer. To be eligible to be trained in the T4C Booster curriculum, an individual should be certified to facilitate the full T4C Curriculum. Preference for T4C Booster training will be given to experienced T4C facilitators.

### **3) Moral Reconciliation Therapy (MRT)**

Moral Reconciliation Therapy (MRT) is a systematic treatment strategy that seeks to decrease

recidivism by increasing moral reasoning. This cognitive-behavioral approach combines elements from a variety of psychological traditions to progressively address ego, social, moral, and positive behavioral growth. MRT utilizes group and individual counseling, structured group exercises and prescribed homework assignments. The MRT workbook is structured around 16 defined steps (units) focusing on seven basic treatment issues. Specialized workbooks based on the fundamental MRT concepts also exist including workbooks addressing criminal thinking and job readiness.

**Seven basic treatment issues:**

- 1) Confrontation of beliefs, attitudes, and behaviors
- 2) Assessment of current relationships
- 3) Reinforcement of positive behavior and habits
- 4) Positive identity formation
- 5) Enhancement of self-concept
- 6) Decrease in hedonism and development of frustration tolerance
- 7) Development of higher stages of moral reasoning

**Dosage and Frequency**

- 8) 12-16 steps/units (13-16 are maintenance steps)
- 9) 1.5 hour sessions
- 10) Groups meet once or twice weekly
- 11) Participant can generally complete all steps of the MRT program in 3 to 6 months between 16 to 36 sessions.

**Group Size** – 6-15 individuals

**Training**

Training in Moral Reconciliation Therapy (MRT) is provided by Correctional Counseling, Inc. (CCI) and consists of 32 hours of training over 5-days. While CCI provides training at their headquarters in Tennessee, there may also be opportunities to bring this training to NYS. There are fees associated with the training and the instructor workbook. Please note prior written approval by DCJS is required before obligating or expending grant funds for out-of-state travel.

**Website:** [www.ccimrt.com](http://www.ccimrt.com), <http://www.moral-reconciliation-therapy.com>

**4) Interactive Journaling**

Interactive Journaling – The Courage to Change curriculum, offered by The Change Companies, is an evidence-based program designed to promote lasting behavioral change in the Criminal Justice population. The design of this program provides structure to the service delivery process, while building and enhancing participant-provider rapport. *Interactive Journaling*® emphasizes real-life application, encouraging participants to ask, “What does this

mean to me?" With a strong evidence base to help individuals achieve their change goals, Interactive Journals are accessible and engaging for a wide variety of users. There are 10 journals in The Courage to Change series. The journals are as follows:

- Getting Started
- Responsible Thinking
- Family Ties
- Social Values
- Self-Control
- Peer Relationships
- Substance Abuse
- Education/Vocational
- Financial
- Recreation and Leisure

Interactive Journaling can be facilitated by a certified instructor to individual participants or in a group setting. The Change Companies offer a useful guide to delivering this curriculum titled Resource Support for Evidence Based Sentencing and Navigating the Risk and Needs Principles.

### **Training**

Training in *Interactive Journaling*® is provided by The Change Companies and consists of a two-day Facilitator Training. This training includes an introduction to The Courage to Change model, the research that supports the efficacy of the program, along with opportunities to practice the facilitation and delivery of the curriculum.

DCJS supports training in *Interactive Journaling*® and certifying facilitators to deliver the curriculum.

**Website:** <https://www.changecompanies.net/interactivejournaling/>

### **5) CBI-EMP Training Overview**

Cognitive Behavioral Interventions for Offenders Seeking Employment (CBI-EMP) is designed for criminal and juvenile involved individuals who are moderate to high need in the area of employment. The curriculum integrates cognitive-behavioral interventions with more traditional employment approaches. The program teaches individuals how to identify and manage high risk situations related to obtaining and maintaining employment. Heavy emphasis is placed on skill building activities to assist with cognitive, social, emotional, and coping skill development for the work environment. Using a modified closed group format with multiple entry points, the curriculum is designed to allow for flexibility across various service settings and intervention lengths.

## **OVERVIEW**

Components of the 31-session curriculum include the following:

- 20. Module 1: Motivational Enhancement – *Getting Them Ready for Work*
- 21. Module 2: Cognitive Restructuring – *Thinking Right about Work*
- 22. Module 3: Social Skills/Emotional Regulation Skills – *Skills for Work*
- 23. Module 4: Problem Solving – *Working through Challenges at Work*

The curriculum is free to use; however, training is required.

## **CONTACT**

For more information about CBI-EMP, please contact UCCI Program Manager Jennifer Scott at [Jennifer.Scott@uc.edu](mailto:Jennifer.Scott@uc.edu) or (513) 556-7765.

## ***Pre-Approved Employment Readiness Curriculum Ready, Set, Work! (RSW!)***

**Ready Set, Work!** is a 20-hour skill-based training designed to equip offenders and ex-offenders with the necessary skills and tools to obtain and retain quality employment. Emphasis is also placed on career planning and advancement, to encourage longevity in legitimate employment. RSW! can only be facilitated/administered by a certified Offender Workforce Development Specialists (OWDS) however community-based organizations, businesses and volunteers are often used to present selected segments of **RSW!** program. The **RSW!** Curriculum includes the following modules:

- Module 1: **Career Assessments**
- Module 2: **Legal Issues and Financial Incentives**
- Module 3: **Job Applications**
- Module 4: **Job Interviews**
- Module 5: **Budget and Spending Plan**
- Module 6: **Employer Expectations**
- Module 7: **Barriers and Resources**
- Module 8: **Job Retention**
- Module 9: **Job Search**
- Module 10: **Using the Local One Stop**

## **Dosage and Frequency**

- 24. 20 hours total
- 25. 2 hour sessions
- 26. Recommended: Two sessions per week

**Group Size** – 8-10 individuals; for more than 10 participants, there should be at least two facilitators.

**Training** - DCJS, in partnership with the National Institute of Corrections (NIC), facilitates the delivery of the 180 hour OWDS training. **Website:** <http://nicic.gov/training/owdsfy1>

Appendix C

NASSAU COUNTY REENTRY TASK FORCE  
OPERATING BUDGET 10/1/19-9/30/20

***PERSONNEL SERVICES***

Salary

Project Director	\$ 6,500
Program Coordinator	\$ 64,480
Case Manager	<u>\$ 49,920</u>
Total salaries	\$ 120,900

Fringe benefits@ 32% \$ 38,688 Total personnel services \$ 159,588

**OTHER THAN PERSONNEL SERVICES (OTPS)**

Transportation	\$ 2,880
Equipment	\$ 1,600
Staff Training and Development	1,800
Supplies and materials	\$ 3,952

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Purchase of services	\$ 260
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Total personnel services and OTPS	<u>\$ 170,080.00</u>
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ADMINISTRATIVE OVERHEAD	<u>\$ 19,920.00</u>
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Total operating budget	<u>\$ 190,000.00</u>
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## **Appendix E**

NASSAU COUNTY  
DEPARTMENT OF PROBATION  
400 COUNTY SEAT DRIVE  
MINEOLA, NEW YORK 11501

### **STATEMENT ON CONFIDENTIALITY OF CLIENT INFORMATION**

All client-identifiable material of the Department of Social Services is strictly confidential. Access to this information is restricted to those who have a programmatic or administrative need for the information. Further, those who do have knowledge of Social Service clients may not divulge this information to anyone else. All requests for confidential information from persons or entities outside the Department must be cleared by a supervisor.

The rules are the same regardless of the type of storage used for information. Confidential material may be found in a computer, a client case folder, microfilm, reports, computer generated lists and handwritten notes. Information obtained orally is also covered. There may be no disclosure from case conferences. Disclosure of client information as a result of casual conversation is also considered a breach of confidentiality.

This applies to County employees, temporary employees, contract employees, vendors, contract agencies, interns, volunteers, work experience employees, and to members of groups and organizations who work with the Department of Social Services.

Daily operating procedures must protect the confidentiality of client information. Those to whom the care or movement of client folders are entrusted are not to open the folders unnecessarily and when opened, care should be taken to protect the information from casual observation, e.g., by password protecting or otherwise preventing visual access to data on computer screens or in folders. Computers are to be logged off when a procedure or assignment is finished. Client-identifiable material is set aside in designated containers for certified destruction.

Keys, badges, computer passwords, and access codes are for the worker's use only. It is each worker's responsibility to report any loss or compromise of these devices, passwords, or codes to the supervisor immediately.

These regulations apply equally to applicants for benefits, as well as recipients of any Social Services benefit. Even more restrictive rules pertain to disclosure of medical information, HIV/AIDS and drug/alcohol addiction.

*It is the responsibility of anyone working in a Nassau County agency to understand that the unauthorized release of any client data or information may place them in violation of Federal, State or local laws which carry civil and/or criminal penalties, if proper procedures are not followed and/or authorizations are not received prior to release.*

All new employees and other persons to whom this Statement applies are required to acknowledge by their signature that they have reviewed, understood, and agreed to comply with the above Statement.

9/26/19

Date

A handwritten signature in dark ink, consisting of a series of loops and a long horizontal stroke at the end, written over a horizontal line.

Signature



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Appendix L

### Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Aster Mehreteab

\_\_\_\_ (Name)

50 Clinton Street, Suite 607

Hempstead, NY 11550

\_\_\_\_ (Address)

516-483-3400

\_\_\_\_ (Telephone Number)

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



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

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

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

9/26/19

Dated



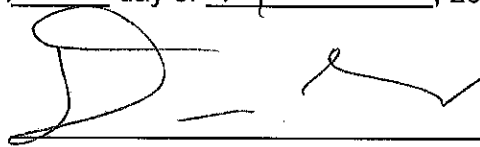
Signature of Chief Executive Officer

Aster Mehreteab

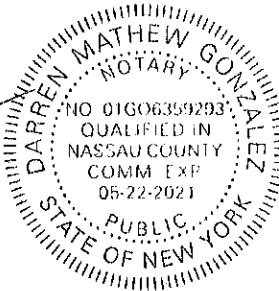
Name of Chief Executive Officer

Sworn to before me this

26 day of September, 2019



Notary Public



## Exhibit A

### BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of October 1, 2019 and amends and is made part of the agreement executed by the Contractor on \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between Leadership Training Institute, (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

#### WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

#### DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

## PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided

herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

## RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or

has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

#### RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

*Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI.* *The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:*

notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

## RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

*The Contractor's Responsibilities.* *With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:*

implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the



Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

## COMPLIANCE WITH STANDARD TRANSACTIONS

*Compliance with Standard Transactions by the Contractor.* *If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:*

comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## TERMS AND TERMINATION

Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or

destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

## INDEMNIFICATION

Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnatee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnatee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

## CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

## MISCELLANEOUS

Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall

survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

LEADERSHIP TRAINING INSTITUTE

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

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

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

Print Name: Aster Mehreteab

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

Title: Chief Executive Officer

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

Date: 9/26/19

**RESOLUTION TO THE CORPORATE MINUTES**

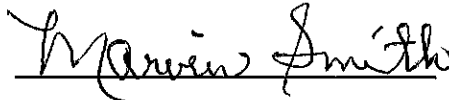
The undersigned Officer hereby certifies that the following resolution was duly adopted by the Board of Directors of the corporation known as the **LEADERSHIP TRAINING INSTITUTE, INC.**, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Aster Mehreteab, Chief Executive Officer

Name of Officer

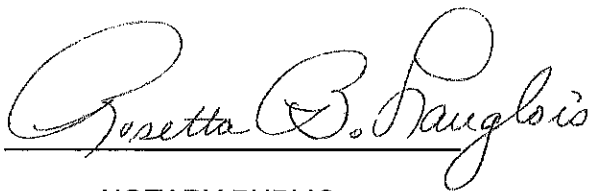
Corporate Title

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 Probation Department for the period of October 1, 2019 through September 30, 2020.



Signature of Officer

Sworn to before me this 25  
day of September 2019.

  
NOTARY PUBLIC

**ROSETTA B LANGLOIS**  
Notary Public, State of New York  
Reg No. 01LA4691741  
Qualified in Nassau County  
My Commission Expires September 30, 20 21



## CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

### PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)  
LEADERSHIP TRAINING INSTITUTE

50 CLINTON STREET SUITE 607  
HEMPSTEAD, NY 11550

Work Location of Insured (Only required if coverage is specifically limited to  
certain locations in New York State, i.e., Wrap-Up Policy)

1b. Business Telephone Number of Insured  
516-483-3400

1c. Federal Employer Identification Number of Insured  
or Social Security Number  
112239383

2. Name and Address of Entity Requesting Proof of Coverage  
(Entity Being Listed as the Certificate Holder)

Nassau County Department of Probation  
400 County Seat Drive  
Mineola, NY 11501

3a. Name of Insurance Carrier

**ShelterPoint Life Insurance Company**

3b. Policy Number of Entity Listed in Box "1a"

DBL50426

3c. Policy effective period

08/01/2018 to 07/31/2020

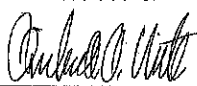
4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.  
☐ B. Disability benefits only.  
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.  
☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 5/29/2019 By 

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

**IMPORTANT:** If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

### PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

#### State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed \_\_\_\_\_ By \_\_\_\_\_

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number \_\_\_\_\_ Name and Title \_\_\_\_\_

**Please Note:** Only insurance carriers licensed to write NYS disability and paid family leave 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.





LEADE-1

OP ID: KN

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/28/2020

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER RAL Services, Inc. 240 Plandome Road Manhasset, NY 11030 Steven Tokofsky	516-365-8400	CONTACT NAME: Karla Negrete PHONE (A/C, No, Ext): 516-365-8400 FAX (A/C, No): 516-365-8690 E-MAIL: stokofsky@raiservices.com ADDRESS:
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Mount Vernon Fire (BH)		26522
INSURER B: State Insurance Fund NY		00000
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
Leadership Training Institute  
50 Clinton St St 607  
Hempstead, NY 11550

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		NPP019C4772	12/31/2019	12/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			NPP019C4772	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA-LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	H23204001	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
D	E&O			NPP019C4772	12/31/2019	12/31/2020	E&O \$1mil/\$3mil
D	D&O/EPLI			NPP019C4772	12/31/2019	12/31/2020	D&O/EPLI 1,000,000

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

Nassau County is included as Additional Insured under the General Liability policy endorsement form#L-744NNPNY(03/13)

## CERTIFICATE HOLDER

## CANCELLATION

NASSAUD

Nassau County Department of  
Probation  
400 County Seat Drive  
Mineola, NY 11501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE





New York State Insurance Fund

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166

| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

\*\*\*\*\* 112239383  
RAL SERVICES INC  
240 PLANDOME RD  
MANHASSET NY 11030



SCAN TO VALIDATE  
AND SUBSCRIBE

**POLICYHOLDER**

LEADERSHIP TRAINING INSTITUTE INC  
50 CLINTON ST STE 607  
HEMPSTEAD NY 11550

**CERTIFICATE HOLDER**

DEPARTMENT OF HUMAN SERVICES  
OFFICE OF YOUTH SERVICES  
60 CHARLES LINDBERGH BOULEVARD  
UNIONDALE NY 11553

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H2320 400-1	661374	12/31/2019 TO 12/31/2020	12/20/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2320 400-1, 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](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.

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 FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 426462257

LAURA CURRAN  
COUNTY EXECUTIVE

JOHN PLACKIS  
DIRECTOR



**NASSAU COUNTY PROBATION DEPARTMENT**  
400 COUNTY SEAT DRIVE  
MINEOLA, NY 11501-4823

To: Robert Cleary, Chief Procurement Officer  
From: Dominick DiMaggio Jr., Attorney III  
Date: March 11, 2020  
Subject: Leadership Training Institute, Inc

**Contract for Leadership Training Institute (LTI)**

This memorandum is respectfully submitted to provide information relating to one (1) retroactive contract the Probation Department is seeking to have approved by the Legislature. These contracts are between the County and Leadership Training Institute, Inc (LTI).

These contract is funded by a grant which is described below. As a threshold matter, the Department respectfully acknowledges a delay in the routing of this contract. The County received the funding award letter May 29, 2019. The prior vendor (FCA) which performed these services for several years informed us they no longer wished to provide these services for the County. The Department then undertook the process of advertising for request for proposals to provide these services. Advertised on July 17, 2019, with proposals being due on August 12, 2019. The present vendor was chosen. The vendor needed to make several updates to procurement documents, which became outdated, including but not limited to insurance certificate, etc. The Department is committed to moving forward with its contracts in a timely fashion. As more fully set forth below, these grants enable the County to provide essential services provided by LTI to those at risk for recidivism.

## **GRANT DESCRIPTION**

### **Nassau County Reentry Task Force Grant**

This is a NYS Division of Criminal Justice Services (DCJS) grant. The vision of the Nassau County Reentry Task Force and Project STEERS (Services Targeted to Enrich and Enhance Reentry Strategies) is to provide case management and operation of programs to reduce recidivism, assist offenders with reintegration into the community and their families, and provide them with the opportunity to become responsible, productive residents. The Task Force collaborates with State and local entities to develop and implement strategies to provide individuals released from prison with coordinated, effective public and private services. The Task Force identifies gaps in services, and barriers to service delivery, that prevent offenders from achieving successful reintegration and develops strategies to address these issues. Over all, the strategies and services will help reintegrate offenders as productive law-abiding County residents, while emphasizing the need for offender accountability and reparations to victims and the community.

The goal of the Reentry Task Force is to ensure a smooth transition for individuals returning to Nassau County following incarceration. Key reentry services include but are not limited to treatment referrals, housing referrals, the Dept. Of Social Services application process, clothing resources, personal health necessities package and employment opportunities. Job fairs are conducted throughout the year.

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As part of the Reentry program, there are three (3) Cognitive Behavioral Interventions (CBI) programs that Parolees can attend which serve as a foundation to encourage their own thinking and actions in a positive manner to reduce recidivism.