



E-73-20

**NIFS ID:CLSS20000009**

**Department: Social Services**

**Capital:**

SERVICE: Non-Secure Detention

Contract ID #:CQSS16000001

NIFS Entry Date:

Term: from 01-JAN-20 to 31-DEC-20

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>MercyFirst</b>	Vendor ID#: <b>111635089</b>
Address: 525 Convent Road	Contact Person: Gerard McCaffery
Syosset, NY 11791	
	Phone: 516 921-0808

<b>Department:</b>
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

## Routing Slip

Department	NIFS Entry: X	20-DEC-19 -- MKANOWITZ
Department	NIFS Approval: X	20-DEC-19 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	23-DEC-19 -- CNOLAN
OMB	NIFS Approval: X	20-DEC-19 -- ISEDIGHI
County Atty.	Insurance Verification: X	20-DEC-19 -- AAMATO
County Atty.	Approval to Form: X	23-DEC-19 -- DGREGWARE
CPO	Approval: X	07-APR-20 -- KOHAGENCE
DCEC	Approval: X	10-APR-20 -- JCHIARA

<b>Dep. CE</b>	<b>Approval: X</b>	<b>13-APR-20 -- KROSE-LOUDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>27-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> We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JDs). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. (Amendment to renew contract for a one year period under the original terms of the agreement.)
<b>Method of Procurement:</b> Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. Subject contract was processed and approved prior to 2018 as a sole source procurement in accordance with then current County policy. To comply with the new County policy regarding sole source procurement (Countywide Procurement & Compliance Policy # CE-01, dated 2018), DSS proposes to extend subject contract term for an additional 12-month period, CY 2019. During 2020, DSS will issue a Notice of Proposed Sole Source in accordance with current County policy, for a new multi-year term contract to begin 1/1/2021. MercyFirst is a good partner to DSS as they are flexible and accommodating.
<b>Procurement History:</b> We have been using this vendor for many years.
<b>Description of General Provisions:</b> The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JDs. They will provide full time care for eligible children referred to their facility.
<b>Impact on Funding / Price Analysis:</b> State 49% County 51% - The maximum value of this contract is \$575,000
<b>Change in Contract from Prior Procurement:</b> Not Applicable
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue				\$ 0.00
Control:	68	Contract:				\$ 0.00
Resp:	6800	County	\$ 293,250.00			\$ 0.00
Object:	WW818	Federal	\$ 0.00			\$ 0.00
Transaction:	CQ	State	\$ 281,750.00			\$ 0.00
Project #:		Capital	\$ 0.00	5	SSGEN6800/WW818	\$ 575,000.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 575,000.00		TOTAL	\$ 575,000.00
% Increase						
% Decrease						

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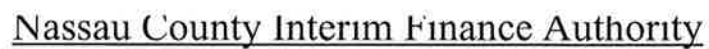
RULES RESOLUTION NO.        – 2020

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

WHEREAS, the County has negotiated an amendment to a personal  
services agreement with MercyFirst to provide non-secure detention  
services, a copy of which is on file with the Clerk of the Legislature; now,  
therefore, be it

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





### 1. Vendor: MercyFirst

**2. Dollar amount requiring NIFA approval: \$575000**

**Amount to be encumbered: \$575000**

This is a Amendment

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

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

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

**3. Contract Term: 01/01/2020 to 12/31/2020**

Has work or services on this contract commenced? N

If yes, please explain:

**4. Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 49

County % 51

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

Y

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:**

We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD&F&B's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. (Amendment to renew contract for a one year period under the original terms of the agreement.)

**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

**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
CQSS16000001	01-JAN-16	575,000.00

Contract ID	Date	Amount
CQSS17000059	01-JAN-20	0.00

## AUTHORIZATION

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

CNOLAN

23-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:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA:

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

**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: MERCYFIRST

CONTRACTOR ADDRESS: 525 CONVENT ROAD, SYOSSET, NY 11791

FEDERAL TAX ID #: 111635089

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The

evaluation committee consisted of: \_\_\_\_\_

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

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

The contract was originally executed by Nassau County on APRIL 25, 2016 [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 CONTRACTOR IS A SOLE SOURCE PROVIDER. (SEE CONTRACT SUMMARY) [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Department Head Signature  
12/18/19  
Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

1 File(s) uploaded: Exhibit A.pdf

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:  
Gerard McCaffery [GMCCAFFERY@MERCYFIRST.ORG]

Dated: 03/02/2020 05:58:58 PM

Vendor: MercyFirst

Title: President/CEO

## 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: Gerard McCaffery  
Date of birth: 04/11/1951  
Home address: 311 W 83rd St, Apt 2B  
City: New York State/Province/Territory: NY Zip/Postal Code: 10024  
Country: US

Business Address: 525 Convent Road  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 921-0080

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

List of other addresses and telephone numbers attached

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

President	<u>02/06/2006</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>02/06/2006</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, Gerard McCaffery , 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, Gerard McCaffery , 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.

MercyFirst

Name of submitting business

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

Gerard McCaffery [GMCCAFFERY@MERCYFIRST.ORG]

President/CEO

Title

03/03/2020 11:45:49 AM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Paul Travers  
Date of birth: 01/13/1960  
Home address: 17 Red Coat Road  
City: Westport State/Province/Territory: CT Zip/Postal Code: 06880  
Country: US

Business Address: 910 Sylvan Avenue  
City: Englewood Cliffs State/Province/Territory: NJ Zip/Postal Code: 07632  
Country: US  
Telephone: 2015412142

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>07/01/2018</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, Paul Travers , 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, Paul Travers , 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.

MercyFirst

Name of submitting business

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

Paul Travers [PTRAVERS@ONEXCREDIT.COM]

Board Chair

Title

03/05/2020 02:26:11 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: Brian Hecker  
Date of birth: 12/05/1974  
Home address: 65 W 95th St 8EF  
City: New York State/Province/Territory: NY Zip/Postal Code: 10025  
Country: US

Business Address: 488 Madison Avenue Floor 3  
City: New York State/Province/Territory: NY Zip/Postal Code: 10022  
Country: US  
Telephone: (646) 965-5718

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	<u>07/01/2018</u>
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

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

YES ☐ NO ☒ 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, Brian Hecker , 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, Brian Hecker , 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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MercyFirst

Name of submitting business

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

Brian hecker [BRIAN.HECKER@CROWE.COM]

Board Treasurer

Title

03/03/2020 02:14:51 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: Marc McKenzie  
Date of birth: 06/01/1963  
Home address: 4 Carman Court  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US

Business Address: 4 Carman Court  
City: Dix Hills State/Province/Territory: NY Zip/Postal Code: 11746  
Country: US  
Telephone: 516-921-0808

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>07/01/2018</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, Marc McKenzie , 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, Marc McKenzie , 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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MercyFirst

Name of submitting business

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

Marc McKenzie [MARC.MCKENZIE@DB.COM]

Board Secretary

Title

03/04/2020 03:12:14 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: Carla DeFrancisco  
Date of birth: 09/19/1961  
Home address: 27 Cambridge Drive  
City: Smithtown State/Province/Territory: NY Zip/Postal Code: 11787  
Country: US

Business Address: 525 Convent Road  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 921-0808

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	_____
Chief Financial Officer	<u>09/02/2003</u>	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, Carla DeFrancisco , 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, Carla DeFrancisco , 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.

MercyFirst

Name of submitting business

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

Carla DeFrancisco [CDEFrancisco@MERCYFIRST.ORG]

CFO

Title

03/05/2020 04:25:16 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: Jacqueline McKelvey  
Date of birth: 03/10/1961  
Home address: 682 Delafield Ave  
City: Staten Island State/Province/Territory: NY Zip/Postal Code: 10310  
Country: US

Business Address: MercyFirst  
City: Syosset State/Province/Territory: NY Zip/Postal Code: 11791  
Country: US  
Telephone: (516) 921-0808

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	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Program Officer	02/01/2011

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, Jacqueline McKelvey , 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, Jacqueline McKelvey , 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.

MercyFirst

Name of submitting business

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

Jacqueline McKelvey [JMCKELVEY@MERCYFIRST.ORG]

Chief Program Officer

Title

03/03/2020 01:01:37 PM

Date

### Business History Form

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

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

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

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

Date: 10/21/2019

1) Proposer's Legal Name: MercyFirst

2) Address of Place of Business: 525 Convent Road

City: Syosset State: NY Zip Code: 11791

3) Mailing Address (if different): 525 Convent Road

City: Syosset State: NY Zip Code: 11791

Phone: (516) 921-0808

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

4) Dun and Bradstreet number: 02-113-1909

5) Federal I.D. Number: 11-1635089

6) The proposer is a: Other (Describe) Non-profit organization that is 501c3 and tax exempt

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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. The Board of Trustee list is attached listing every current Trustee, their employment where applicable and home address. There is no conflict of interest at this time

1 File(s) Uploaded



- 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.

On an annual basis we require all members of the Board of Trustees, as well as Management Staff, to complete a Conflict of Interest form and submit it to our Chief Compliance Officer. These are also reviewed each year by the agency's independent auditor - BDO. Should a Conflict of Interest arise, we would contact the County and be guided accordingly.

4 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;

06/28/1967

- 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.

As a nonprofit organization, no employees or members of the Board of Trustees have a financial interest in MercyFirst

*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.

A list of the members of the Board of Trustees is attached providing their name, address and position.

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

3 File(s) Uploaded

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

580

- vi) Annual revenue of firm;

46000000

- vii) Summary of relevant accomplishments

MercyFirst is a non-profit social service agency with over 600 employees serving more than 3,000 children and families each year through programs located in Brooklyn, Queens, Nassau and Suffolk Counties. Founded in 1894 by the Sisters of Mercy, MercyFirst provides an array of residential and community-based programs in NYC and Long Island to children and their families involved in child welfare, mental health and the juvenile justice system.

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

3 File(s) Uploaded

B. Indicate number of years in business.

125

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

MercyFirst is a non-profit social service agency with almost 600 employees serving more than 3,000 children and families each year through programs located in Brooklyn, Queens, Nassau and Suffolk Counties. Founded in 1894 by the Sisters of Mercy, MercyFirst provides an array of residential and community-based programs in NYC and Long Island to children and their families involved in child welfare, mental health and the juvenile justice system. Programs include preventive services, family foster care, community-based group homes and mother-child residences, medical and mental health services, immigrant youth programs, Care Management and specialized residential treatment programs on its campus in Syosset. MercyFirst is accredited through the Council on Accreditation (COA) and is Sanctuary© Certified, a trauma-based approach in working with children, youth and families.

3 File(s) Uploaded

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 Suffolk County Department of Social Services  
Contact Person Michael Licata  
Address 3455 Veteran's Memorial Highway  
City Ronkonkoma State NY  
Telephone (631) 854-9325  
Fax #  
E-Mail Address Michael.Licata@dfa.state.ny.us

Company NYC Administration for Children's Services  
Contact Person Julie Farber  
Address 150 William Street  
City New York State NY  
Telephone (212) 341-0981  
Fax #  
E-Mail Address julie.farber@acs.nyc.gov

Company NYS Office of Children and Family Services  
Contact Person Lisa Ghartey-Ogundimu  
Address 52 Washington Street  
City Rensselaer State NY  
Telephone (518) 474-9524  
Fax #  
E-Mail Address Lisa.GharteyOgundimu@ocfs.ny.gov

I, Gerard McCaffery , 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, Gerard McCaffery , 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: MercyFirst

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

Gerard McCaffery [GMCCAFFERY@MERCYFIRST.ORG]

President/CEO

Title

04/20/2020 01:46:44 PM

Date



**BOARD OF TRUSTEES  
2019 – 2020**

NAME AND ADDRESS	POSITION
1. Sr. Sheila Browne, RSM 600 Convent Road Syosset, NY 11791	Trustee
2. Sr. Catherine Crumlish, RSM 104-84 111 Street Richmond Hill, NY 11419	Trustee
3. Mr. Stephen Davy 141 Cornwell Avenue Williston Park, NY 11596	Vice Chair
4. Mr. John Galante 43 Greystone Road Rockville Centre, NY 11570	Trustee
5. Mr. Scott Gildea 535 Fifth Avenue, 30 <sup>th</sup> Floor New York, NY 10017	Trustee
6. Mr. Brian J. Hecker 65 W 95 <sup>th</sup> St 8EF New York, NY 10025	Treasurer
7. Sr. Maureen Jessnik, RSM 605 Convent Road Syosset, NY 11791	Trustee
8. Mr. William K. Lavin 190 Beach 137 Street Belle Harbor, NY 11694-1330	Trustee
9. Mrs. Susan Lee 2240 National Drive Brooklyn, NY 11234	Trustee
10. Ms. Rhonda Maco 1050 Franklin Avenue, Suite 402 Garden City, NY 11530	Vice Chair
11. Mr. Kenneth Male 85 8 <sup>th</sup> Avenue, #6L New York, NY 10011	Trustee

NAME AND ADDRESS	POSITION
12. Mr. Patrick F. McCarthy 215 Trafalgar Blvd. Island Park, NY 11558	Trustee
13. Mr. Marc McKenzie 4 Carman Court Dix Hills, NY 11746	Secretary
14. Mr. Kevin Shine 165 Weyford Terrace Garden City, NY 11530	Trustee
15. Mr. Leonard Stekol 71-02 Forest Avenue Ridgewood, NY 11385	Trustee
16. Mr. Harold Thomas 34 Yorkshire Road Rockville Centre, NY 11570	Trustee
17. Mr. Paul Travers 17 Red Coat Road Westport, CT 06880	Chair
18. Mrs. Elizabeth K. Venuti 6 La Colline Drive Mill Neck, NY 11765	Trustee

### MercyFirst: Organizational Qualifications, Capability and Experiences

MercyFirst is a private, non-profit, non-sectarian corporation with programs licensed by the New York State Office of Children and Family Services (OCFS) and the New York State Office of Mental Health (OMH). We serve children from Nassau and Suffolk Counties and the five boroughs of New York City without regard to race, ethnicity, religion or sexual orientation.

MercyFirst was formed in 2003 from the merger of Angel Guardian and St. Mary's Children and Family Services, both agencies that were founded by the Sisters of Mercy in the late 1800's. Through these two agencies, MercyFirst has a long and rich history of providing residential and community-based care and services to children in need. Initially, MercyFirst served as an orphanage but over its long history, as needs have changed; it evolved into a comprehensive service provider addressing the emotional and physical needs of children and adolescents who face such problems as child abuse, domestic violence, emotional disturbance, substance abuse, homelessness and poverty.

Through a variety of programs and comprehensive services, MercyFirst offers a safe haven for children, while working in a family-focused approach. MercyFirst provides specialized residential treatment services on our Syosset campus to 116 adolescents (male and female); 11 community-based group home settings in Nassau, Suffolk, Brooklyn and Queens, as well as caring for almost 600 foster children in foster boarding homes in Queens and Brooklyn. MercyFirst has provided a Non-Secure Detention Program for Nassau County for 30+ years. The agency also provides preventive services to 60 families every day in Brooklyn. In 2013,

MercyFirst began to provide shelter and post-release service to unaccompanied children from Central America through a grant from the Federal government. More recently, MercyFirst began to provide Care Management in Brooklyn, Queens, Nassau and Suffolk County to children receiving Medicaid who are eligible for these services. With almost 600 employees working out of 15 different locations and an annual budget of \$48 million, the agency works with over 3,000 children and their families each year. The agency is accredited by the national Council on Accreditation (COA).

Since 2009, MercyFirst has implemented the Sanctuary® Organizational Model throughout all its programs. This organizational model was developed by the Andrus Children's Center based in Westchester County to address the trauma history experienced by most children entering residential care. Sanctuary trains staff to interact with children and families from a trauma-informed perspective. Regardless of the reason for placement, all children placed with MercyFirst have undergone trauma related to abuse and neglect and separation from their families. By understanding the psycho-biological impact that trauma has on children, staff are better able to understand their behaviors and work with them from the perspective that these behaviors are symptoms of their trauma.

Sanctuary also empowers staff to bring forward ideas and suggestions to make better programmatic decisions. We view our staff as leaders who can develop and provide innovative and flexible services and approaches that truly meet the needs of children in our care. The use of this model has documented that it helps reduce staff turnover and AWOLS, and the need to use physical restraint. In December 2009, MercyFirst became the largest social service agency in the country to earn Sanctuary® Certification.

### MercyFirst Residential Care Philosophy:

MercyFirst residential programs provide a comprehensive set of treatment and support services which are delivered in a setting that provides supervision and safety for each child. MercyFirst believes that residential care is a valuable treatment alternative in a continuum of services which should be carefully considered when:

- A child or youth has needs and past experiences that call for a structured therapeutic environment and consistent interactions with adults, which cannot be supported in a family setting.
- A child or youth requires an integrated concentration of various support services not available in a family setting such as counseling, medical, educational and recreational.
- A child or youth's behavior jeopardizes his/her safety

MercyFirst believes that while the family or home environment remains the best environment in which to raise a child, there will always be children and youth whose complex needs can only be safely and appropriately addressed in a comprehensive program available in residential care.

MercyFirst is committed to provide strength-based residential treatment and programming with ongoing evaluation and quality improvement throughout every program of the agency. A key component of our strength based approach is developing a strong partnership with the parents of the youth and respecting their knowledge of their children's needs.

All residential services are delivered in a multidisciplinary approach that is planned, integrated, and tailored to the specific strengths of the youth and their families. Upon admission each youth and family receives strength based assessments to develop a comprehensive course of treatment for the youth and family.

Primary goals of treatment in residential care are to ensure the safety, permanency and well-being for each youth so that they may develop developmentally, educationally, morally and spiritually to their fullest potential.

Successful outcomes include but are not limited to a reduction of high-risk behaviors, improvement in the attainment of developmental milestones, improved behavioral and pro-social choices, and the capability to function well in a family and community setting. Our treatment approach is strength based and family focused utilizing an agency-youth-family-community approach to promote the opportunity for long-lasting change both in the community and into adulthood.



Office of Children  
and Family Services

Operating Certificate



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 9<sup>th</sup> day of May, 2019 to MercyFirst.

To operate a(n) 76 Bed Institution  
To be known as MercyFirst  
Located at 525 Convent Road  
Syosset, NY 11791

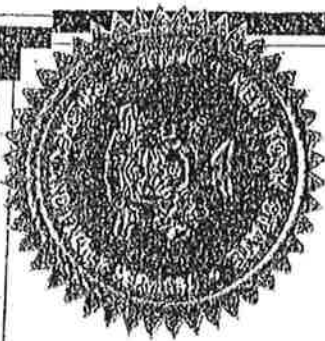
In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:

Agency ID: B07  
(Co-located Institution)

Number(s)
RID 20049445 16 S/O Beds
VID 00A09653
Ages Served Male 12yr to 21yr served
Ages Served Females 12yr to 21yr served
RID 20082052 46 HTP Beds
VID 00A09699
Ages Served Male 12yr to 21yr served
Ages Served Females 12yr to 21yr served
RID 21056271 10 RTA Male Beds
VID 00R00016
Ages Served Males 16yr to 21yr served
RID 21057052 4 RTA Female Beds
VID 00R00014
Ages Served Females 16yr to 21yr served

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 9<sup>th</sup> day of May, 2019.

Deputy Commissioner  
New York State  
Office of Children and Family Services







Office of Children  
and Family Services

## Operating Certificate



*Operating Certificate of a program operated at the direction of the United States  
Department of Health and Human Services Office of Refugee Resettlement*

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 27<sup>th</sup> day of January 2018, to MercyFirst.

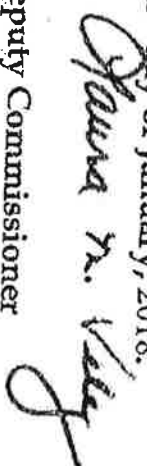
To operate a(n)      40 Bed Institution  
To be known as      525 Convent Road  
Located at      Syosset, NY 11791

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by this operating certificate: Institution for the exclusive care of Unaccompanied Alien Children.

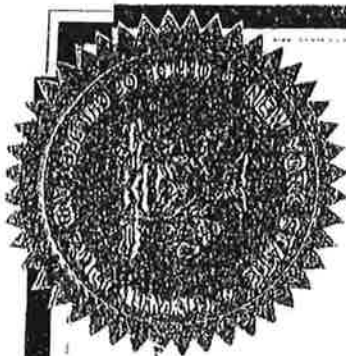
Agency Code:  
B07

Number(s)  
RID 20917075 40 beds  
VID 00A10309  
Ages Served Male 12yr to 21yr served  
Ages Served Females 12 yr to 21yr served

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 27<sup>th</sup> day of January, 2018.

  
Dawn M. Kelly

Deputy Commissioner  
New York State  
Office of Children and Family Services





**Office of Children  
and Family Services**

*Operating Certificate of a program operated at the jurisdiction of the United States  
Department of Health and Human Services Office of Refugee Resettlement*

I do hereby certify that pursuant to authority conferred by law this operating certificate has been  
issued on the 31<sup>st</sup> day of March, 2015 to MercyFirst.

To operate a(n) 12 - Bed Group Home  
To be known as MercyFirst - Baywood UAC mo/ch GH  
Located at 1511 Potters Blvd.  
Bayshore, NY 11705

In accordance with the regulations promulgated and adopted by the Office of Children and Family  
Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by  
this operating certificate:

Group Home for the exclusive care of Unaccompanied Alien Children

Agency Code:  
B07

Number(s)  
RID 20082061  
VID 00A09700

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 31<sup>st</sup> day of March, 2015.

Deputy Commissioner  
New York State  
Office of Children and Family Services





**Office of Children  
and Family Services**

*Operating Certificate of a program operated at the jurisdiction of the United States  
Department of Health and Human Services Office of Refugee Resettlement*

I do hereby certify that pursuant to authority conferred by law this operating certificate has been  
issued on the 13<sup>th</sup> day of November, 2015 to MercyFirst.

To operate a(n) 12 - Bed Group Home  
To be known as MercyFirst - Brentwood UAC GH  
Located at 104 2<sup>nd</sup> Avenue  
Brentwood, NY 11717

In accordance with the regulations promulgated and adopted by the Office of Children and Family  
Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by  
this operating certificate:

Group Home for the exclusive care of Unaccompanied Alien Children

Agency Code: B07  
Number(s) R1D 20936324  
VID 00A10323

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 13<sup>th</sup> day of November, 2015.

Deputy Commissioner  
New York State  
Office of Children and Family Services





Office of Children  
and Family Services

## Operating Certificate



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 30th day of April, 2018 to MercyFirst

To operate a(n) 10 Bed Group Home  
To be known as Brightwaters Co-Ed Group Home  
Located at 556 Manatuck Blvd.  
Brightwaters, NY 11718

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:  
Group Home

Agency ID:  
B07

### Number(s)

RID 20082060 10 HTP beds

VID 00A09701

Ages Served Male 13yr to 18yr served

Ages Served Females 13yr to 18yr served

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 23<sup>rd</sup> day of April, 2018.

*Shana M. Kelly*

Deputy Commissioner  
New York State  
Office of Children and Family Services





Office of Children  
and Family Services

## Operating Certificate



*Operating Certificate of a program operated at the direction of the United States  
Department of Health and Human Services Office of Refugee Resettlement*

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 13<sup>th</sup> day of June 2018, to MercyFirst.

To operate a(n) 10 Bed UAC  
To be known as Grouse Drive UAC GH  
Located at 17 Grouse Drive  
Brentwood, New York 11717

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services, as limited by Federal Office of Refugee Resettlement Regulations. Programs authorized by this operating certificate: Group Home for the exclusive care of Unaccompanied Alien Children

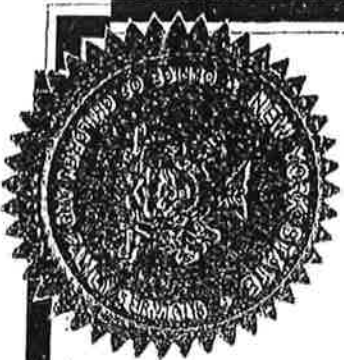
Agency Code:  
B07

Number(s)  
RID 21046941  
VID 00A10351  
Ages Served Male 12yr to 21yr served

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 13<sup>th</sup> day of June, 2018.

*Deanna M. Velez*  
Deputy Commissioner

New York State  
Office of Children and Family Services





NEW YORK STATE  
Office of Children and Family Services  
*Operating Certificate*



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 22nd day of June, 2006 to mercyFirst

To operate a(n) 6-Bed Agency Boarding Home  
To be known as mercyFirst Deer Park Agency Boarding Home  
Located at 30 Fillmore Avenue  
Deer Park, NY 11729

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:  
Agency Boarding Home

Agency Code:

B07

Number(s)

RID 20305427

VID 00A09981 A

In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 22nd day of June, 2006.

  
New York State

Office of Children and Family Services



STATE OF NEW YORK  
OFFICE OF CHILDREN AND FAMILY SERVICES  
Bureau of Juvenile Detention Services

**OPERATING CERTIFICATE**

FACILITY NUMBER   EFFECTIVE DATE   EXPIRATION DATE

ID: 2-4-87                      10/01/2018                      09/30/2019  
813

**Operating Agency:**    Mercy First

**Facility:**    Mercy First  
                Non-Secure Detention  
                Agency Operating Boarding Home

**Location:** 87 Shell Street  
                East Massapequa, New York 11758

**County:**    Nassau

This is to certify that the above named is hereby authorized by the Office of Children and Family Services, pursuant to Section 503 of Article 19-G of the Executive Law, to accept and care for 6 children, held in accordance with Articles 3 and 7 of the Family Court Act and Section 510.15 of the Criminal Procedures Law, and the Regulations of the Office of Children and Family Services, 9 NYCRR Part 180.



**Associate Commissioner  
Bureau of Juvenile Detention Services**



**Director  
Bureau of Juvenile Detention Services**

**NOTE:** This certificate is the property of the Office of Children and Family Services, and must be returned to the Bureau of Juvenile Detention Services when the facility is closed.





NEW YORK STATE  
Office of Children and Family Services  
*Operating Certificate*



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 26<sup>th</sup> day of September, 2014 to MercyFirst

To operate a(n) 6-Bed Agency Boarding Home  
To be known as Mercyfirst Manning Agency Boarding Home  
Located at 142-29 Rockaway Blvd.  
South Ozone Park, NY 11436

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:  
Agency Boarding Home

Agency ID:  
B07

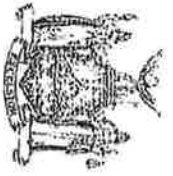
Number(s)  
RID 20138442  
VID 00A09854 A



In witness whereof, I have hereunto set my hand and affixed the official seal of the Office of Children and Family Services this 26<sup>th</sup> day of September, 2014.

*Debra N. Velez*  
Deputy Commissioner  
New York State  
Office of Children and Family Services





NEW YORK STATE  
Office of Children and Family Services  
Operating Certificate



I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 16th day of November, 2006 to mercyFirst

To operate a(n) 6-Bed Agency Boarding Home  
To be known as MercyFirst McAuley Residence  
Located at 4416 Snyder Avenue  
Brooklyn, NY 11203

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:  
Agency Boarding Home

Agency Code:  
B07

Number(s)  
R/D 20138434/N/D 00A09856 A

In witness whereof, I have herunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 16th day of November, 2006.

*Christine D. Hughes*

New York State  
Office of Children and Family Services





New York State  
Office of Mental Health

## Operating Certificate

### Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **September 1, 2019**

to: **MercyFirst**  
to operate a: **Licensed Housing Program for Children and Adolescents - Children & Youth Community Residence**  
to be known as: **Merrick House**  
located at: **2421 Babylon Turnpike  
Merrick, NY 11566**

in accordance with the rules and regulations made and established by the Commissioner as the statute provides.

Authorized by this operating certificate:

\*\*\*\*\*

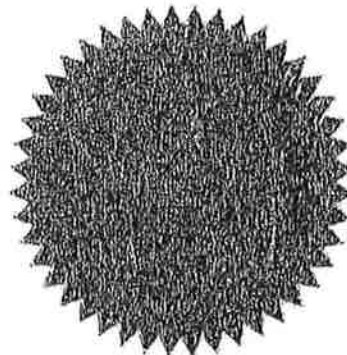
**Community Residence  
with a Certified Capacity of  
Eight (8) Beds**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **September 16, 2019**

Keith J. McCarthy, Director  
Bureau of Inspection and Certification

Renewal Date: **August 31, 2022**  
Operating Certificate Number: **7827001**





**Office of Children  
and Family Services**

*Operating Certificate*

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 25<sup>th</sup> day of March, 2015 to MercyFirst

To operate a(n) 6-Bed Agency Boarding Home  
To be known as Mercyfirst St. Albans mo/ch Agency Boarding Home  
Located at 114-58 175<sup>th</sup> St  
St. Albans, NY 11434

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:  
Agency Boarding Home

Agency ID:  
B07

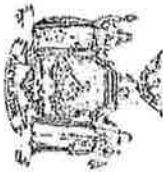
Number(s)  
RID 20923571  
VID 00A10320 A

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 25<sup>th</sup> day of March, 2015.

*Debra N. Veley*  
Deputy Commissioner  
New York State

Office of Children and Family Services





Office of Children  
and Family Services

Operating Certificate

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on the 4<sup>th</sup> day of June, 2015 to mercyFirst

To operate a(n) 12-Bed HTP Group Home  
To be known as Virginia Residence Group Home  
Located at 261 9<sup>th</sup> Street  
Brooklyn, NY 11215

In accordance with the regulations promulgated and adopted by the Office of Children and Family Services as the statute provides. Programs authorized by this operating certificate:  
Group Home

Agency ID:  
B07

Number(s)  
RID 20925088  
VID 00A10322  
Males & Females 14- 20 years

In witness whereof, I have hereunto set  
my hand and affixed the official seal of  
the Office of Children and Family  
Services this 4<sup>th</sup> day of June, 2015.

Deputy Commissioner  
New York State

Office of Children and Family Services





Office of  
Mental Health

ANDREW M. GUOMO  
Governor

ANN MARIE T. SULLIVAN, M.D.  
Commissioner

CHRISTOPHER TAVELLA, Ph.D.  
Executive Deputy Commissioner



September 16, 2019

Gerard McCaffery  
Chief Executive Officer  
MercyFirst  
525 Convent Rd.  
Syosset, NY 11791

Dear Mr. McCaffery:

Thank you for participating in the redesigned licensing process in which New York State Office of Mental Health (OMH) conducted a review of the Merrick House. This process resulted in OMH's determination that the Children & Youth Community Residence program is in substantial compliance with applicable regulations and requirements. Therefore, OMH is reissuing an operating certificate in the Community Residence Class to MercyFirst in accordance with Article 31 of the Mental Hygiene Law and Title 14 of the Codes, Rules and Regulations of the State of New York (NYCRR).

This certification is effective on September 1, 2019 and renewable on August 31, 2022 in accordance with the redesigned licensing process, by which 36-month operating certificates are issued to programs found to be in substantial compliance with applicable regulations and requirements. This certification authorizes the operation of the following:

Name:	Merrick House
Address:	2421 Babylon Turnpike Merrick, NY 11566
Certificate #:	7827001
Capacity:	Eight (8) beds

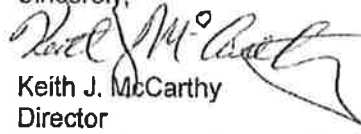
In accordance with 14 NYCRR 594.5(d), the operating certificate shall be available to be shown to anyone requesting to see it. In accordance with 14 NYCRR 594.4(e), your acknowledgment of the receipt of the enclosed certificate and return of the expired operating certificate to the Long Island Field Office at Pilgrim PC, Building 45-3, 998 Crooked Hill Road, West Brentwood, NY 11717-1087 are requested.

This program complies with the requirements and is eligible to participate in the medical assistance program subject to the relevant New York State Department of Health regulations.

It is the expectation of the Office of Mental Health that program performance, as required by the regulations, and, as reflected by outcomes identified in the programs' policies and procedures, will be continually monitored. The results of this monitoring should be utilized to revise program practices and procedures to better serve recipients and should incorporate evidence-based practices over time.

The Office of Mental Health is committed to providing technical assistance to you. Jaime Pita is available to assist in these efforts at (631) 761-2508.

Sincerely,



Keith J. McCarthy  
Director  
Bureau of Inspection and Certification

Enclosures

cc: Scott Gildea  
Omayra Perez, LCSW-R  
Susan Knapik/File

ec: Martha Carlin  
Erin Rostron  
Amy Smith  
Christine Catalano  
Donna Bradbury  
Erin Scanlon  
Jane Manor

COUNTY OF NASSAU  
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: MercyFirst

Address: 525 Convent Road

City: Syosset State: NY Zip Code: 11791

2. Entity's Vendor Identification Number: 11-163589

3. Type of Business: Other (specify) Non-profit tax-exempt 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.

Non-profit tax-exempt organization

*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

1 File(s) uploaded

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:

Gerard McCaffery [GMCCAFFERY@MERCYFIRST.ORG]

Dated: 10/21/2019 03:39:55 PM

Title: President/CEO



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



**BOARD OF TRUSTEES  
2019 – 2020**

NAME AND ADDRESS	POSITION
1. Sr. Sheila Browne, RSM 600 Convent Road Syosset, NY 11791	Trustee
2. Sr. Catherine Crumlish, RSM 104-84 111 Street Richmond Hill, NY 11419	Trustee
3. Mr. Stephen Davy 141 Cornwell Avenue Williston Park, NY 11596	Vice Chair
4. Mr. John Galante 43 Greystone Road Rockville Centre, NY 11570	Trustee
5. Mr. Scott Gildea 535 Fifth Avenue, 30 <sup>th</sup> Floor New York, NY 10017	Trustee
6. Mr. Brian J. Hecker 65 W 95 <sup>th</sup> St 8EF New York, NY 10025	Treasurer
7. Sr. Maureen Jessnik, RSM 605 Convent Road Syosset, NY 11791	Trustee
8. Mr. William K. Lavin 190 Beach 137 Street Belle Harbor, NY 11694-1330	Trustee
9. Mrs. Susan Lee 2240 National Drive Brooklyn, NY 11234	Trustee
10. Ms. Rhonda Maco 1050 Franklin Avenue, Suite 402 Garden City, NY 11530	Vice Chair
11. Mr. Kenneth Male 85 8 <sup>th</sup> Avenue, #6L New York, NY 10011	Trustee

NAME AND ADDRESS	POSITION
12. Mr. Patrick F. McCarthy 215 Trafalgar Blvd. Island Park, NY 11558	Trustee
13. Mr. Marc McKenzie 4 Carman Court Dix Hills, NY 11746	Secretary
14. Mr. Kevin Shine 165 Weyford Terrace Garden City, NY 11530	Trustee
15. Mr. Leonard Stekol 71-02 Forest Avenue Ridgewood, NY 11385	Trustee
16. Mr. Harold Thomas 34 Yorkshire Road Rockville Centre, NY 11570	Trustee
17. Mr. Paul Travers 17 Red Coat Road Westport, CT 06880	Chair
18. Mrs. Elizabeth K. Venuti 6 La Colline Drive Mill Neck, NY 11765	Trustee

## AMENDMENT NO. V

This AMENDMENT, dated as of January 1, 2020, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and **MercyFirst**, a not-for-profit corporation of the State of New York, having its principal office at 525 Convent Road, Syosset, New York 11791 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS16000001 between the County and the Contractor, executed on behalf of the County on April 25, 2016, as amended by the amendment executed on behalf of the County on August 21, 2017, as amended by the amendment executed on behalf of the County on March 29, 2018 as amended by the amendment executed on behalf of the County on August 13, 2018 as amended by the amendment executed on behalf of the County on October 11, 2019 (the "Original Agreement"), the Contractor provides Non-Secure Detention services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of this Agreement is from January 1, 2016 through December 31, 2019 with an option to renew under the same terms and conditions for one (1) additional one (1) year period remaining. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Three Hundred Thousand and 00/100 (\$2,300,000.00) DOLLARS (the "Maximum Amount"); and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2020.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy- Five Thousand and 00/100 (\$575,000.00) DOLLARS, payable for Services rendered during the renewal term, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Eight Hundred Seventy-Five Thousand and 00/100 (\$2,875,000.00) DOLLARS (the "Amended Maximum Amount").

3. Payment. Effective January 1, 2020 the Daily Cost stated in Section 10. Payment (a) of the Original Agreement shall be amended as follows:

DAILY COST PER USED FIXED BED: \$265.04

DAILY COST PER UNUSED FIXED BED: \$249.14

4. Compliance with Law. Section 14. Compliance with Law. of the Original Agreement shall be amended to add Section 14 (h) as follows:


14.(h) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

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

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

MERCYFIRST

By:   
Name: Gerard McCaffery  
Title: President/CEO  
Date: 12-18-19

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

148169

)SS.:

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

)SS.2

On the 18th day of December in the year 2019 before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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

**MAUREEN A. HOUSTON**  
Notary Public State of New York  
01HC6060612  
Qualified in Nassau County  
Commission Expires June 25, 2023

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

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

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

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


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

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

Gerard McCaffery, President/CEO

Name and Title of Authorized Representative

m/d/yy

  
Signature

11-24-19  
Date

MercyFirst

Name of Organization

525 Convent Road, Syosset, NY 11791

Address of Organization



#### Instructions for Certification

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



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

## Contractor Evaluation Form

Contract Number: .....

Contract Name: MERCY FIRST

Service Provided: NON-SECURE DETENTION

Evaluation Period: From: January 1, 2019 To: October 31, 2019

Evaluator's Name, Title, Phone #: MARIA LAURIA

Date: 8/23/19

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

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

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

Do you recommend the contractor for future contracts? Yes No

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

---

---

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## Definition of Quantitative Scale:

**1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent**

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors:

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Quality Management, Research and Planning  
Department of Social Services

Date: ~~DECEMBER~~ 12, 2019

Subject: MERCY FIRST  
NON-SECURE DETENTION SERVICES 2020 (RENEWAL)

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

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, sent on 11/4, 2019, notifying him of the above fact. Further attached is a letter from Richard Dopkin, Vice President of CSEA Local 830 dated 11/8, 2019. The response letter of DSS dated 11/8, 2019 is also attached. A copy of the letters was forwarded to the Nassau County Office of Labor Relations for the appropriate action.

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

Att.  
10099





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

November 4, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Re. – Contract: MercyFirst  
Non-Secure Detention Services 2020 (Renewal)

Dear Mr. Tuifel:

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

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

Sincerely,

A handwritten signature in black ink, reading "Michael A. Kanowitz", with a stylized flourish at the end.

Michael A. Kanowitz  
Quality Management, Research and Planning

cc: Christopher Nicolino-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Ron Gurrieri, Executive Vice President Local 830 CSEA  
Jason Perkowsky and John Aloisi, Grievance Chair Local 830 CSEA

ENCLOSURES

13792

148170

# The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



**NASSAU LOCAL 830**

November 8, 2019

**Jerry Laricchiuta**  
**PRESIDENT**

Ron Gurrieri  
Exec. Vice President

Scott Mulholland  
Vice Pres.

Lynne Kramer  
Vice Pres.

Robert Arciello  
Vice Pres.

Ana O'Gorman  
Vice Pres.

Richard Dopkin  
Vice Pres.

Glen Tuifel  
Vice Pres.

Kelvin Lewis  
Vice Pres.

Yvette Gaynor  
Vice Pres.

John Aloisio  
Vice Pres.

Aurora Scifo  
Vice Pres.

Robert Harris  
Vice Pres.

Nancy Ianson  
Secretary

Susan Chodkowski  
Treasurer

Michael Kanowitz, Quality Management, R&P  
Nassau County Dept. of Social Services  
60 Charles Lindbergh Blvd.  
Uniondale, N.Y. 11553-3686

**Re: MercyFirst-Non-secure Detention Services (2020 Renewal)**

Dear Michael Kanowitz:

Please allow this letter to serve as a response to the Nassau County correspondence received on Nov.6, 2019 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Notwithstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

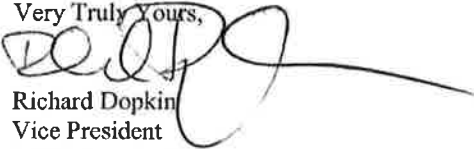
Our contention, as always, is that this our work and we refuse to accept a lack of staffing as a reason for subcontracting.

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

  
Richard Dopkin  
Vice President  
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830  
Jason Perkowsky, Unit President  
Chris Nicolino, Office of Labor Relations  
File



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

November 8, 2019

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

Re. – Contract: MercyFirst  
Non-Secure Detention Services 2020 (Renewal)

Dear Mr. Tuifel:

DSS is in receipt of your correspondence dated November 8, 2019, concerning the Department's notification of its intent to enter into the above referred to contractual services, pursuant to section 32 of the Collective Bargaining Agreement. In your correspondence, you indicate your willingness to meet with DSS for further discussion.

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Michael Kanowitz at (516) 227-7452 or [Michael.Kanowitz@hhsnassaucountyny.us](mailto:Michael.Kanowitz@hhsnassaucountyny.us).

Sincerely,

A handwritten signature in dark ink, appearing to be "S/".

Michael A. Kanowitz  
Quality Management, Research and Planning

cc: Christopher Nicolino-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Jason Perkowsky, Unit President

ENCLOSURES  
13792  
148322

ACORD™

Client#: 470365

MERCYFIR

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
9/03/2019

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services LLC 333 Westchester Avenue, Suite 102 White Plains, NY 10604		<b>CONTACT NAME:</b> Amelia Jimenez <b>PHONE (A/C, No, Ext):</b> 516 419-4056 <b>FAX (A/C, No):</b> 610 537-4552 <b>E-MAIL ADDRESS:</b> amelia.jimenez@usi.com	
<b>INSURED</b> MercyFirst 525 Convent Road Syosset, NY 11791		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Insurance Co. <b>NAIC #</b> 18058 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2030415	09/01/2019	09/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$20,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2030415	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		PHUB691421	09/01/2019	09/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
A	Professional Liability		PHPK2030415	09/01/2019	09/01/2020	\$1,000,000 Occurrence \$3,000,000 Aggregate

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

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the County of Nassau and State of New York only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named Insured.

## CERTIFICATE HOLDER

## CANCELLATION

Nassau County Department of  
 Social Services Attn: Planning &  
 Research 60 Charles Lindbergh  
 Blvd., Suite 160  
 Uniondale, NY 11553-3686

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

Ullé Scott





New York State Insurance Fund

8 CORPORATE CENTER DR, 2ND FLR, MELVILLE, NEW YORK 11747-3166  
| nysif.com

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

\*\*\*\*\* 111635089

METROPOLITAN AGENCY LLC  
1 BRIDGE ST SUITE 140  
IRVINGTON NY 10533



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> MERCYFIRST 525 CONVENT ROAD SYOSSET NY 11791		<b>CERTIFICATE HOLDER</b> NASSAU COUNTY DEPT OF SOCIAL SVCS ATTN: PLANNING & RESEARCH 60 CHARLES LINDBERGH BLVD #160 UNIONDALE NY 11553-3686	
<b>POLICY NUMBER</b> H 2234 545-8	<b>CERTIFICATE NUMBER</b> 304395	<b>POLICY PERIOD</b> 09/21/2019 TO 09/21/2020	<b>DATE</b> 09/20/2019

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2234 545-8, 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.

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.

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 580700855



Contract ID#: CQSS16000001



Department: Social Services

E-26-16

## Contract Details

SERVICE Non Secure Detention Center

NIFS ID #: CQSS16000001

NIFS Entry Date: 12/28/15 Term: from 01/01/16 to 12/31/16

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

## Agency Information

Vendor		County Department
Name: MercyFirst	Vendor ID#: 111635089	Department Contact: Michael A. Kanowitz
Address: 525 Convent Road Syosset, NY 11791	Contact Person: Gerard McCaffery Email: gmccaffery@mercyfirst.org Phone: 516 921-0808 Fax: 516 921-4542	Address: 60 Charles Lindbergh Blvd Phone: 516 227-7452

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Approved Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Approval (Dept. Head)	<input type="checkbox"/>	12/17/15 [Signature]	
	OMB	NIFS Approval	<input type="checkbox"/>	12/17/15 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/6/16	County Attorney	C4 RE & Insurance Participation	<input checked="" type="checkbox"/>	1/4/16 [Signature]	
1/6/16	County Attorney	C4 Approval as to form	<input checked="" type="checkbox"/>	1/6/16 [Signature]	
	Legislative Affairs	Fwd'd Original Contract to C4	<input type="checkbox"/>	1/6/16 Coxcelia A. Petrucci	
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/28/16	County Attorney	NIFS Approval	<input checked="" type="checkbox"/>	1/28/16 [Signature]	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	2/17/16 [Signature]	
1/15/16	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	1/15/16 [Signature]	

Contract ID#: CQSS16000001Department: Social Services**Contract Summary**

<b>Description:</b> Non Secure Detention Center
<b>Purpose:</b> We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD's). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. <i>(New Contract.)</i>
<b>Method of Procurement:</b> Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. Family Court is pleased with the quality of services. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. MercyFirst is a good partner to DSS as they are flexible and accommodating. The cost is reasonable.
<b>Procurement History:</b> We have been using this vendor for many years.
<b>Description of General Provisions:</b> The vendor will maintain and reserve for the exclusive use of the County six (6) cased beds for the non-secure detention of eligible PINS and JD's. They will provide full time care for eligible children referred to their facility.
<b>Impact on Funding / Price Analysis:</b> State 49% County 51%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

**Advisement Information**

BUDGET CODES	
Fund:	GEN
Control:	68
Resp:	6800
Object:	WW818
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract	\$
County	\$293,750.00
Federal	\$
State	\$281,750.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$575,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	WW818/SSQEN6800	\$ 575,000.00
2		\$
3		\$
4		\$
5		\$
6	WW818/SSQEN6800	\$
<b>TOTAL</b>		<b>\$ 575,000.00</b>

RENEWAL	
% Increase	
% Decrease	

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

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

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NYS.	I certify that the amount of the invoice submitted to cover this contract is correct in the information to be charged.	Name: <i>[Signature]</i>
Name: <i>Michael J. [Signature]</i>	Name: <i>[Signature]</i>	Date: <i>1/15/16</i>
Date: <i>2/17/2016</i>	Date: <i>2/17/16</i>	(For Office Use Only)
126135		E #:

PR5254 (8/04)

## NON-SECURE DETENTION SERVICES AGREEMENT

THIS AGREEMENT, dated as of January 1, 2016, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"). between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindberg Blvd., Uniondale, New York 11553 (the "Department"), and (ii) mercyFirst, a not-for-profit corporation, having its principal office at 525 Convent Road, Syosset, NY 11791 (the "Contractor").

### WITNESSETH:

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

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

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

#### 1. Term.

This Agreement shall commence on January 1, 2016, and terminate on December 31, 2016 provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.

#### 2. Definitions.

(a) Detention. Shall mean the temporary care and maintenance, away from the home, of children held pursuant to Article 3 or 7 of the Family Court Act; or held pending a hearing for alleged violation of the conditions of release from a school, center or youth center of the division; or held pending return to a jurisdiction other than the one in which the child is held; or held pending return from Absence Without Official Authorization ("AWOL"); or held pursuant to a securing order of a criminal court if the person named therein as principal is under the age of sixteen (16); or held pending transfer pursuant to sentence.

(b) Juvenile Detention Facility. Shall mean a facility certified by the New York State Division for Youth ("Division"), for the care of children detained in accordance with provisions of the Family Court Act, regulations of the Division, and the Criminal Procedure Law.

(1) No Juvenile Detention Facility shall be located in a building which is also used as an adult detention or jail facility.

- (2) If a Juvenile Detention Facility is located on premises adjacent to an adult detention or jail facility, there must be total sight and sound separation between the facilities.
- (3) A Juvenile Detention Facility shall not share program space with any other type of program or facility without the prior written consent of the Division and Department.

(c) Non-Secure Detention Facility ("NSD"). Shall mean a Juvenile Detention Facility characterized by the absence of physically restricting construction, hardware and procedures. A NSD may be a family boarding home, agency-operated boarding home, group care or institutional facility and nonresidential programs and services as defined herein.

- (1) Non-secure detention family boarding care facility shall mean a family boarding home, certified by the Division, to provide care for one to six children, and operated in accordance with Title 9 NYCRR Part 180.
- (2) Non-secure detention agency-operated boarding care facility shall mean a family-type home, certified by the Division, to provide care for one through six children, and operated in accordance with Title 9 NYCRR Part 180.
- (3) Non-secure detention group care facility shall mean a facility, certified by the Division, to provide detention care for 7 through 12 children, and operated in accordance with Title 9 NYCRR Part 180.
- (4) Non-secure detention institutional facility shall mean a facility, certified by the Division, to provide care for 13 or more children, operated in accordance with this Title 9 NYCRR Part 180.

(d) Holdover Facility. Shall mean a juvenile detention facility with physically restricting features within which care may be provided for not more than 48 hours

(e) Fixed Bed. Shall mean the New York State Office of Children and Family Services ("OCFS") approved and contractually established bed capacity set aside solely for the use of Nassau County on a Non-Decline Basis for all County eligible children, who have been referred from authorized sources. The Fixed Beds allocated for Nassau County shall be staffed and maintained in a state of readiness to accept referrals on a twenty-hour (24) a day, seven (7) day per week basis. Any change in the Fixed Bed Capacity must have the prior written approval of the Division and Department. As used in this section, "Non-Decline Basis" shall mean that the Contractor shall not refuse placement of any eligible Nassau County children referred by authorized sources.

(f) Temporary Care. Shall mean a period of not more than forty five (45) days.

(g) Resident(s). Children and youth ages ten (10) through seventeen (17) years with a finding or pending finding of being a Person in Need of Supervision ("PINS") or a Juvenile Delinquent ("JD"), and ordered to detention by a Family Court ("Court") Judge or apprehended on a PINS/JD warrant. Individuals may be over seventeen (17) years old when the Court has continued its jurisdiction.

### 3. Regulatory Requirements/Compliance

At all times Contractor shall:

(a) Comply with all applicable New York State statutes, OCFS rules and regulations, the rules and regulations of any other Federal or State governmental agencies having jurisdiction over the operation of NSDs and the care of persons placed therein, including but not limited to New York State Family Court Act, New York State Executive Law Article 19-G, Title 9 New York Codes, Rules and Regulations Part 180, Title 8 New York Codes, Rules and Regulations Part 116, and the rules and regulations of the New York State Education Department of Education.

(b) Be certified by OCFS to provide NSD services. Such operating certificate must be renewed and maintained continuously. Copies of the NSD facility operating certificate, OCFS inspection reports, and any corrective action plans shall be provided to the Department upon execution of this Agreement.

(c) The Contractor warrants that it has been certified by the New York State Office of Children & Family Services (OCFS) for receiving children charged as PINS or who have been adjudicated as JDs.

### 4. Program Model

Contractor shall have in place an organizational/treatment program model ("Program Model") which shall address the various needs of the Residents, including but not limited to the medical, clinical and service needs of the Residents. Any such Program Model being implemented by Contractor shall comply with all applicable New York State statutory standards, OCFS rules and regulations and the Department's rules and regulations, including but not limited to OCFS Informational Letter 05-OCFS-INF-01. Upon execution of this Agreement, Contractor shall provide the Department with copies of OCFS' certification and/or approval of Contractor's Program Model.

### 5. Services

The Services to be provided by the Contractor under this Agreement (the "Services") shall be as follows:

(a) Maintain six (6) co-ed Fixed Beds for the non-secure detention of Residents. The NSD shall be located at 87 Shell Street, East Massapequa, NY 11787.

(b) Provide full-time care and maintenance for male Residents referred to Contractor for non-secure detention. Care and maintenance shall include, but shall not be limited to:

(1) Care and maintenance services customarily associated with out-of-home care, including: appropriate sleeping accommodations, well balanced diet, and supervision of Residents' health and personal hygiene.

(2) Supervision, attention and affection appropriate to age, the establishment of an emotional climate which encourages warm interpersonal relationships, trust, the development of sense of self-worth and self-discipline.

(3) Furnishing a modest amount of clothing to handle emergency clothing needs. Emergency clothing needs shall be defined as the items of clothing the Resident(s) reasonably needs depending on circumstances (e.g. during winter a Resident must have a winter coat). Contractor shall be responsible for informing parents of the Resident's clothing needs, which are generally to be provided by parents. Contractor shall prohibit Residents from having expensive jewelry, electronics or expensive clothing.

(4) Work with Residents to develop good personal hygiene practices. Contractor shall provide Residents with any hygiene articles not provided by families.

(c) When needed group the population by age.

(d) Maintain a capacity to accept eligible children detained, remanded, held or placed on an emergency basis, after Court hours, for all eligible children from authorized sources.

(e) Provide full-time care to eligible children referred to the group care facility in accordance with the rules and regulations of OCFS, the Department, all applicable New York State statutes, and the rules and regulations of all other governmental agencies having jurisdiction of the operation of non-secure group care facilities and the care of persons placed therein.

(f) Provide transportation for Residents to forensic evaluation appointments, court appointments, and medical appointments as part of full-time care.

(g) Comply with the following medical care requirements:

(1) An intake physical shall be administered pursuant to OCFS rules and regulations. Contractor within seventy-two (72) hours of intake shall cause a prompt health appraisal to be conducted upon each Resident. Contractor shall ensure the availability of psychiatric consultation services if necessary.

(2) Each Resident in continuous care for more than three (3) days shall have a complete physical examination, including a health appraisal, which shall be properly recorded.

(3) Any known extenuating medical condition(s) shall require an immediate assessment to be conducted by Contractor at the time of intake.

(4) The Contractor shall notify the Department immediately of any injury(ies) or illness(es) which may require hospitalization of any Resident. The Contractor shall use those medical services and providers approved and assigned by the Department except that in emergencies, the Contractor shall be allowed to use the best available facility, provider or services.

(5) The Contractor agrees to coordinate appointments for all routine intake or admission physical examinations, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(6) The Contractor agrees to coordinate appointments for required non-emergency medical services, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(7) The Contractor agrees to pay for the expenses of emergency medical services or in-hospital treatment directly to provider thereof, the expenses for which shall be reimbursed to the Contractor by the Department upon submission of properly documented claims.

(8) The Contractor shall be expected to procure the aforementioned medical services, as well as required non-emergency medical services, through local community based providers, the expenses of which shall be reimbursed by the Department. Contractor shall cooperate with the Department to maximize third party reimbursement for medical costs, including Medicaid and other health insurance.

(h) The Contractor shall comply, on a timely basis with requests by the designated representative of OCFS and/or the County for conformity to all applicable statutes, rules and regulations.

(i) Beds: Use, Revenues, Reimbursement Claims.

(1) The Contractor agrees that all Fixed Beds under this Agreement are reserved for the exclusive use of the County. Requests for use of any of the Fixed Beds reserved for the Department pursuant to this Agreement made from any source other than the Department shall be referred to the Department for its prior written approval. The Contractor shall not accept any PINS or JD youth from any non-County source prior to its request for and receipt of advance written approval from the Department. Failure to receive prior written approval from the Department shall result in a denial of reimbursement to the Contractor. In addition, Contractor agrees that the County shall be entitled to recover the following sums of money in the event it fails to receive prior written approval:



- i. First occurrence: reimbursement of the used Fixed Bed per diem rate multiplied by the number of day(s) of non-Department bed use;
- ii. Second occurrence: this Agreement shall be immediately terminated and Contractor shall reimburse the County pursuant to the rate specified in sub-section (1)ii. above.

If receipt of prior written approval is impracticable during evening or weekend hours or an emergency circumstance, the Contractor shall obtain such written approval the next business day. Any request for reimbursement by Contractor for which prior written approval was not obtained by the following business day shall be denied.

This provision shall in no way be construed as a penalty clause nor shall it limit the County and/or the Department's remedies under this Agreement or the law.

(2) The Contractor acknowledges that the Department's decision to approve or disapprove said request for placement is at the Department's discretion, and is final and binding upon the Contractor.

(3) The Contractor will provide, on a monthly basis as an attachment to its payment-request voucher, a detailed census of all Residents in residence for each of the Fixed Beds and Excess Beds at the Facility, as set forth in Exhibits 1 and 2.

(4) The Contractor is responsible for obtaining payment of all fees for services from the non-County source in connection with the placement of any eligible non-County JD or PINS youth in any of the Fixed Beds or Excess Beds, and remitting such monies on a monthly basis to the Department. Such monies shall not be deducted by the Contractor as an offset from monthly payment-request vouchers, but must instead be remitted separately in accordance with Section 5 (i)(5) below.

(5) Any monies received by the Contractor from any non-County source(s) will be considered revenue. The Contractor must separately itemize, on a monthly basis, all revenue received from non-County sources for use of any of the Fixed Beds and/or Excess Beds in the Facility, accompanied by a detailed census report showing both the County and non-County sources of revenue. Such written itemization, which is subject to confirmation by the non-County source, must also include a line-item breakdown of each specific cost reimbursed by the non-County source, and must be attached to the monthly payment-request voucher. (For example, per diem payments by other Counties must be itemized to show exactly which expenses the rate includes.)

(6) All revenues generated for use of any of the Fixed Beds in the Facility must be separately reported as set forth herein, and may not be deducted by the Contractor as an offset from the payment-request voucher claim submitted by Contractor to the Department. Such revenue shall be remitted to the County separately in accordance with Section 5 (i) (5) above.

- i. Under no instance will the County reimburse Contractor for costs under this Agreement that have been paid by or are payable by any non-County source, including but not limited to per diem fees for services earned by the Contractor. Any revenues received by Contractor that duplicate charges to the County shall be remitted to the County.
- ii. Per diem fees. Per diem fees paid or payable to the Contractor by non-County sources are considered to be "all-inclusive," which means that such fees will be deemed to cover, among other costs, Facility operational expenses including, but not limited to, salaries and related fringe benefits, rental costs, and utilities. Therefore, any per diem fees paid or payable to Contractor by non-County sources for costs incurred for use of the Fixed beds shall be remitted to the County.
- iii. Failure to remit non-County fees/revenues owing to the County in accordance with the above procedures will be deemed a material breach of the Agreement.
- iv. Direct care expenses of non-County PINS and/or JDs utilizing any of the Fixed Beds in the Facility, including but not limited to transportation, food, medical costs, children's activities, and similar expenses, shall not be reimbursed by the County.
- v. Any request for reimbursement that fails to comply with these procedures and limitations shall be denied.
- iv. If the Contractor retains duplicate payment(s) from the County and any non-County source for any cost item under this Agreement, such will be considered a material breach and default of the Agreement, resulting in immediate termination of the Agreement for cause, and the County reserves its right to exercise any and all remedies available at law or in equity to resolve the matter.

(7) The Contractor shall ensure that the staff designated and furnished in the operation of its non-secure detention facility meet and possess all staffing requirements as defined by New York State Statute and all regulations of OCFS, including but not limited to, Juvenile Detention Facility Regulations Section 180.10, Non-Secure Detention Facility. The Contractor shall provide to the Department, within 30 days of contract submission, resumes for all proposed and continuing executive, administrative and program staff members, including their position title, area(s) of responsibility under this Agreement. The Contractor shall also identify, in writing and in advance of any promise of new or continued employment, any potential conflict(s) of interest that may exist with respect to both prospective and current employees (including management positions), such as family relationships between any employee(s) and among officers and/or board members, and provide a written plan satisfactory to the Department for how such conflict(s) will be resolved. Staff hired to perform services pursuant to this or any other Agreement with the County shall do so in strict compliance with any written position descriptions provided by the Department, and in accordance with all other procedures and provisions contained herein.

(8) The Contractor shall submit to the Department upon the final execution of this Agreement satisfactory proof of any and all licenses or certificates as may be required by the State of New York, or any of its departments, boards or agencies. Failure to acquire or maintain any such license or certificate shall be deemed a material breach of this Agreement.

(9) Contractor shall provide bi-lingual staff sufficient in number to provide effective communication and service delivery for non-English speaking clients.

(10) The Contractor shall notify the Department of all changes in its staff who are providing any Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors, and must also include reasons for the change along with a written statement describing the effect of the change on any County-funded contract, regardless of impact on per diem rates. Final advance written approval of such changes by the Department is required, and if it is not obtained, reimbursement to the Contractor may be denied.

(11) The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel who have direct contact with Residents or any other Department clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Residents or Department clients.

(l) Contractor shall develop and coordinate appropriate recreational and cultural activities. There shall be at least two (2) hours of recreation each school day and four (4) hours each vacation day and weekend day. Contractor may make use of community resources in providing recreation for Resident(s) in care.

(m) Contractor shall ensure that Resident(s) are allowed access to religious services. Participation shall be entirely voluntary and program staff shall not insist that a Resident participate in any such services.

#### 6. Casework Services

(a) Contractor shall develop a service plan consistent with its Program Model that identifies immediate medical, mental health, education, recreation and other service needs and describes short-term plans for addressing those needs. Such plans should be followed up by case reviews and team meetings.

(b) Arranging to provide for required services such as medical, education and other such services as required by this Agreement or applicable law shall be part of casework services. The case manager or social worker shall be responsible for visiting each Resident daily at least during the first week of each Resident's placement.

(c) Casework services shall address Resident adjustment to the detention setting as well as facilitating and maintaining family and community ties within the constraints of the legal system.

(d) Behavior reports, incident reports and Court notifications shall be in written form and shall be forwarded to the Court within two business days of occurrence with a copy to the Department.

(d) Contractor shall coordinate closely with Department staff in providing timely and objective information regarding enrolled children and their families in support of quality and efficacy of service planning and delivery and the facilitation of expeditious reintegration into the community.

#### 7. Educational Services

(a) Contractor shall ensure the provision of educational services which are appropriate to each Resident's needs and which shall comply with any and all applicable New York State laws and regulations, including but not limited to Title 8 NYCRR Part 116.

(b) Contractor shall provide a minimum of three (3) hours of instruction per day.

(1) Each Resident shall receive educational services by qualified and duly licensed staff at the NSD. The maximum group size for classes shall be one (1) teacher per twelve (12) students.

(2) Contractor shall contact the Resident's home school district with a goal of developing an optimal education plan for the duration of the Resident's stay in detention.

#### 8. Transportation

(a) Contractor shall be responsible for transporting each Resident in its care to the Resident's Court appearance (including escorting each Resident to the Court room), probation related activities, and all medical, health and mental health services of routine and emergency nature within or outside Nassau County.

(b) Contractor shall also transport any Resident remanded by the Court to the NSD.

(c) Contractor shall be responsible for providing all transportation resources (e.g. vehicles) and shall make available, at all times, adequate staff and vehicles to insure the timely pick-up and drop-off of each Resident.

#### 9. Contractor Staff

(a) The number and qualifications of staff provided for the operation of the NSD shall meet and possess all requirements as defined by the rules and regulations of New York State, OCFS and Nassau County, including but not limited to requirements specified at Title 9 NYCRR Parts 180.8 and 180.10. Contractor shall assure that two (2) child care workers are awake and alert at

all times for each NSD having more than six (6) beds, Contractor's staff shall have the following additional qualifications:

- (1) Possess appropriate experience and training as specified in Title 9 NYCRR Part 180.8.
- (2) Casework services shall be provided by an experienced social worker. Social work staff shall either be a Certified Social Worker or shall be supervised by a Certified Social Worker.
- (3) Education staff shall be certified or eligible for certification by the New York State Education Department. Education staff shall meet the personnel requirements set forth in Title 9 NYCRR 180.8.
- (4) All staff employed by Contractor shall be subject to the screening and background requirement of the Child Abuse Prevention Act of 1985 and any amendments thereto as well as the personnel requirements set forth in the Nassau County Charter Article X Section 1007. New York State Central Register of Child Abuse and Maltreatment clearances shall be obtained prior to any employee commencing employment at the NSD. Contractor shall also conduct a health examination prior to hiring any potential employee and annual health examinations thereafter.
- (5) Intake detention staff shall be trained in the legal aspects of detention admissions as well as in the evaluation of a child's potential need for referral to medical, psychiatric or other specialized services.
- (6) Staff, whenever possible, shall reflect the gender and ethnic diversity of the NSD's population.

#### 10. Payment.

(a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all Services provided under this Agreement (the "Maximum Amount") shall not exceed Five Hundred Seventy Five Thousand and 00/100 Dollars (\$575,000.00) and shall be paid as follows:

DAILY COST PER USED FIXED BED:	\$257.32
DAILY COST PER UNUSED FIXED BED:	\$241.88

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 anything above the Maximum Amount.

The full time care of Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each Resident placed in the Contractor's group care

facility, including the day of admission of the Resident but not the day of discharge of said Resident.

(i) It is further agreed by the Contractor that funds received by the Contractor from other sources for care provided by the Contractor under this Agreement shall be considered Revenue. The Revenue will be collected by the County monthly as an offset to the expenses incurred by the County. The Contractor shall submit to the Department on a monthly basis an accounting of all such funds received and expended. Failure to comply with this procedure will be considered a material breach of the Agreement.

(ii) It is further agreed by the Contractor that the full time care of eligible Residents referred to the Contractor's group care facility for which reimbursement shall be available, shall be defined as the number of days during which any service is provided by the Contractor to each eligible Resident placed in the Contractor's group care facility, including the day of admission of the eligible Resident but not the day of discharge of said Resident.

(iii) The use of County funds for payment of one time salary enhancements or bonuses is not permitted under this Agreement.

(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 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 shall pursue all possible sources of revenue for the Services to be provided by the Contractor pursuant to this Agreement, and must reimburse the County, on a monthly basis, for any revenues it receives from non-County sources.

(f) 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.

#### 11. Contract Monitoring.

The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement.

(a) Performance Standards. The Contractor shall comply with the following performance standards as follows:

(1) Eighty percent (80%) of all Residents will have health, psycho-social and education assessments completed within twenty-four (24) hours of admission.

(2) One hundred percent (100%) of the Residents residing for at least seventy-two (72) hours (three days) will have health, psycho-social and education assessments completed within seventy-two (72) hours of admission.

(3) Ninety-five percent (95%) of the Residents will be reported to the Department's NSD program liaison, and entered into the NYS Juvenile Detention Automation System ("JDAS"), within twenty-four (24) hours of admission. One hundred percent (100%) of the Residents admitted will be reported to the Department liaison and entered into JDAS within forty-eight (48) hours of admission.

(4) During the Residents' term of residency, eighty percent (80%) of the Residents admitted must show improvement in psycho-social deficits as identified in the individual service plan as measured by the Contractor's assessment process.

(b) Reporting. 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, shall be set up in a format approved by the Department.

(1) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison, a monthly report in a format approved by the Department enumerating the following:

- i. For every Resident:
  - A. Date of admission, date of discharge, length of stay.
  - B. Date of completion of health, psycho-social and education assessments.
  - C. Date of submission of required Court reports, papers and memorandum.
- ii. Number of health, psycho-social and education assessments completed.
- iii. Number of Residents showing improvement in psycho-social deficits as identified in the individual service plan.
- iv. Number of family contacts and family visits accomplished.
- v. Number of youth AWOL during the month.

(2) Contractor shall electronically submit to the Department's Director of Planning and Research/Quality Management, and the Department's NSD program liaison monthly census reports in substantially same format as that of Exhibits "1" and "2" annexed hereto and made a part hereof.

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

(4) In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 20.

12. 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 government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

13. 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.

14. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(i) Board of Directors. All policy, financial, managerial, and programmatic decisions by the Contractor shall be made with the express, documented approval of the Contractor's Board of Directors. For purposes of this Agreement, acceptable documentation shall include written Board minutes of Board meetings attended by a quorum of voting-eligible Board members wherein the matter decided was approved by vote of the requisite majority of members.

(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, constitutes 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. The Contractor shall, and shall cause Contractor agents to, comply with all State, local and Federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, Social Services Law Section 136 and 18 NYCRR 357, as amended, and any other provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such Information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

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

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

(c) Any vehicle(s) provided by Contract to transport Resident(s) shall be inspected for safety at least once a year.

The provisions of this section shall survive the termination of this Agreement.

16. 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 due to negligence, fault, or default, including Losses in

connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor 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.

The provisions of this Section shall survive the termination of this Agreement.

17. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, (iv) if operations under this Agreement include the use of owned, non-owned or hired vehicles, Comprehensive Business Automobile Liability Insurance with a limit of not less than one million dollars (\$1,000,000) each accident, (v) if the operations under this Agreement include the preparation or serving of food or beverages, products hazard liability, and (vi) such additional insurance as the County may from time to time specify.

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

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

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

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

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

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) 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.

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

(b) In addition to any reports requested under Section 11 above, the Contractor shall also submit to the Department's liaison on a monthly basis, as required, the worksheets and forms attached hereto as Exhibits 1 and 2. All submissions shall be signed by the Executive Director, whose signature shall be notarized, and certified by the Contractor's Board of Trustees.

(c) The Contractor shall maintain all monies received from the County under this Agreement in an FDIC approved bank account. Such monies shall not be commingled with funds from any other source. No transactions to or from any non-County programs, grants, or other sources of revenue are permitted in the account to which reimbursements to Contractor are deposited pursuant to the Agreement.

(d) All funds received by the Contractor from sources other than the County and applied to the provision of Services provided under this Agreement shall be accounted for and maintained in an FDIC approved bank account established for this purpose.

(e) Within One Hundred and Eighty (180) days from the termination of this Agreement, the Contractor shall submit to the Department a financial statement for the calendar year, prepared in accordance with the Accounting Standards and accompanied by a report thereon from an independent certified public accountant, which report shall be based upon an examination conducted in accordance with Accounting Standards. Failure to timely comply will delay any reimbursements potentially owing to Contractor pursuant to the Agreement.

(f) Contractor will provide detailed schedules of the Contractor's revenues and all expenses and capital expenditures related to the repair, rehabilitation, operation and maintenance of the Facility. Such information shall be provided in a format approved by the County, and shall be reconciled to the basic financial statements and covered by an independent auditor's report.

(g) Failure to comply with the terms of this Section 20 shall be deemed a material breach of this Agreement.

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

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

(b) 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.

22. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

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

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

25. 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 the Law, without prejudice to the rights of either party.

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

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

(d) This Agreement shall be deemed as drafted by the parties and shall not be construed against the County as drafter of the Agreement.

26. 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.

27. 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.

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


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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.





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

MERCYFIRST

By:   
Name: Gerard McGaffery  
Title: President/CEO  
Date: 11-17-15

NASSAU COUNTY

By:   
Name: Charles Richard  
Title: County Executive  
 Deputy County Executive  
Date: 4/25/16

PLEASE EXECUTE IN BLUE INK

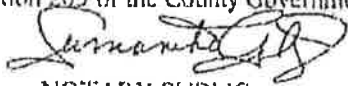
124923

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 25 day of April in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.



NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 17<sup>th</sup> day of November in the year 2015 before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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

MAUREEN A. HOUSTON  
Notary Public State of New York  
01HC6082612  
Qualified in Nassau County  
Commission Expires June 25, 2019

**EXHIBIT 1**  
**N.S.D. Census - Nassau County versus Out of County**  
**Monthly Census & Revenue Attestation**

Day of Month	Nassau County Actual Census				Out of County	
	Total # of Beds Occupied - Used			Unoccupied beds Per day	# Beds Used	# Nassau Beds Used
	Reserved	Overflow	Total		Total	Total
1		-				
2		-				
3		-				
4		-				
5		-				
6		-				
7		-				
8		-				
9		-				
10		-				
11		-				
12		-				
13		-				
14		-				
15		-				
16		-				
17		-				
18		-				
19		-				
20		-				
21		-				
22		-				
23		-				
24		-				
25		-				
26		-				
27		-				
28		-				
29		-				
30		-				
31		-				
Total Beds	-	-				

By signing, I attest this is the daily census of all youth, Nassau & out of county, placed at this facility:

Signature \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT 2**  
**N.S.D. Census -Out of County Detail**  
**Monthly Detail by Name & County**

Name	Dates of Service	Total Days	County	Revenue Collected	Rate	Nassau Reserved Bed Used	# of Nassau Bed Days Used	Comments
------	------------------	------------	--------	-------------------	------	--------------------------	---------------------------	----------

Total	0	\$	-	0
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Calculation of Revenue Due Nassau County

Total Bed Days Used

Occupied Per Diem Rate

Revenue Due to Nassau

By signing, I attest this is the Total Revenue Due Nassau from using Nassau reserved Beds:

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 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 (i) 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:

Gerard McCaffery

(Name)

525 Convent Road, Syosset, NY 11791

(Address)

(516) 921-0808 ext. 100

(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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

11-17-15  
Dated  
  
Signature of Chief Executive Officer

Gerard McCaffery  
Name of Chief Executive Officer

Sworn to before me this

17<sup>th</sup> day of November, 2015

Maureen A. Houston  
Notary Public

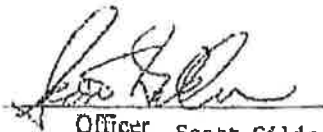
MAUREEN A. HOUSTON  
Notary Public State of New York  
01HO606612  
Qualified in Nassau County  
Commission Expires June 25, 2019

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 mercyFirst, has not been modified or rescinded and is in full force and effect as to the date hereof.

RESOLVED: That Gerard McGaffery, President/CEO  
Corporate Title


of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services from January 1, 2016 through December 31, 2016.



Officer Scott Gildea  
Chair, Board of Trustees

Sworn to before me this 18<sup>th</sup>

day of November, 2015

  
Notary Public

MAUREEN A. HOUSTON  
Notary Public State of New York  
C1160000312  
Qualified in Nassau County  
Commission Expires June 25, 2019



E-165-17

Contract ID: CQSS16000001

Department: Social Services

Capital:

SERVICE: Non-Secure detention

NIFS ID #: CLSS17000039

NIFS Entry Date:

Term: from 01-JAN-17 to 31-DEC-17

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: MercyFirst	Vendor ID#: 111635089
Address: 525 Convent Road	Contact Person: Gerard
Syosset, NY 11791	McCaffery
	Phone: 516 921-0808

Department:	
Contact Name: Michael Kanowitz	
Address: 60 Charles Lindbergh Blvd	
Phone: 516 227-7452	

### Routing Slip

Department	NIFS Entry: X	06-JUN-17 -- MKANOWITZ
Department	NIFS Approval: X	06-JUN-17 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	12-JUL-17 -- RDALLEVA
OMB	NIFS Approval: X	11-JUL-17 -- AROMANO
County Atty.	Insurance Verification: X	06-JUN-17 -- AAMATO
County Atty.	Approval to Form: X	06-JUN-17 -- JDELLE
Dep. CE	Approval: X	14-JUL-17 -- CRIBANDO
Lag. Affairs	Approval/Review: X	13-JUL-17 -- MREYNOLDS

Legislature	Approval: X	26-JUL-17 -- ESEMPEPOS
Comptroller	NIFS Approval: X	16-AUG-17 -- RBURKERT
NIFA	NIFA Approval: X	17-AUG-17 -- MKWIATKOWSKI

## Contract Summary

<b>Purpose:</b> We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JD;s). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. (Amendment to renew contract for a one year period under the original terms of the agreement.)
<b>Method of Procurement:</b> Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. Family Court is pleased with the quality of services.
<b>Procurement History:</b> We have been using this vendor for many years.
<b>Description of General Provisions:</b> The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JD;s. They will provide full time care for eligible children referred to their facility.
<b>Impact on Funding / Price Analysis:</b> State 49% County 51%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted) Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	68	Revenue				\$ 0.00
Resp:	6800	Contract:		2	SSGEN6800/WW818	\$ 575,000.00
Object:	ww818	County	\$ 293,250.00			\$ 0.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 281,750.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 575,000.00</b>		<b>TOTAL</b>	<b>\$ 575,000.00</b>

RENEWAL	
% Increase	
% Decrease	

AMENDMENT NO. 1

This AMENDMENT, dated as of January 1, 2017, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and MercyFirst, a not-for-profit corporation of the State of New York, having its principal office at 525 Convent Road, Syosset, New York 11791 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS16000001 between the County and the Contractor, executed on behalf of the County on April 25, 2016, (the "Original Agreement"), the Contractor provides Non-Secure Detention services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2016 through December 31, 2016 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining, (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Five Hundred Seventy Five Thousand and 00/100 (\$575,000.00) DOLLARS (the "Maximum Amount"); and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy Five Thousand and 00/100 (\$575,000.00) DOLLARS, payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million One Hundred Fifty Thousand and 00/100 (\$1,150,000.00) DOLLARS (the "Amended Maximum Amount").

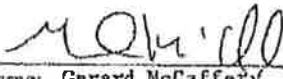


3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

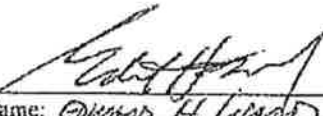
Remainder of the Page Intentionally Left Blank

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

MERCYFIRST

By:   
Name: Gerard McCaffery  
Title: President/CEO  
Date: 5/16/17

NASSAU COUNTY

By:   
Name: Edward H. Lillard  
Title: County Executive

☒ Deputy County Executive

Date: 8/21/17

PLEASE EXECUTE IN BLUE INK

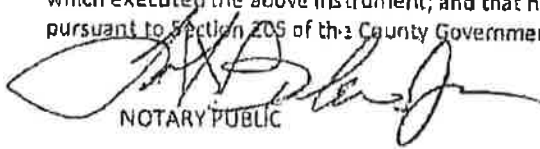
133572

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16 day of August In the year 2017 before me personally came E. David H. Ward to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

  
NOTARY PUBLIC

FRANCIS X. BECKER  
Notary Public, State of New York  
No. 01BEE073153  
Qualified in Nassau County  
Commission Expires February 18, 1999

2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16th day of May In the year 2017 before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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

MAUREEN A. HOUSTON  
Notary Public State of New York  
01H06050612  
Qualified in Nassau County  
Commission Expires June 25, 2019



NIFS ID:CLSS18000010 Department: Social Services

Capital:

SERVICE: Non-Secure Detention

Contract ID # CQSS16000001 NIFS Entry Date: 19-DEC-17 Term: from 01-JAN-18 to 30-JUN-18

Amendment
Time Extension
Addl. Funds
Blanket Resolution
RES#

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: MeresFirst	Vendor ID#: 111635089
Address: 525 Convent Road	Contact Person: Gerard
Syosset, NY 11791	McCaffery
	Phone: 516 921-0808

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

## Routing Slip

Department	NIFS Entry: X	08-DEC-17 -- MKANOWITZ
Department	NIFS Approval: X	20-DEC-17 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-DEC-17 -- RDALLEVA
OMB	NIFS Approval: X	22-DEC-17 -- RDALLEVA
County Atty.	Insurance Verification: X	20-DEC-17 -- AAMATO
County Atty.	Approval to Form: X	20-DEC-17 -- JDELLE
Dep. CE	Approval: X	08-MAR-18 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	15-FEB-18 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval: X	26-MAR-18 -- RBURKERT
NIFA	NIFA Approval: X	26-MAR-18 -- LGIARDINA

## Contract Summary

<b>Purpose:</b> We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JDs). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. (Amend. to renew for 6 months.)
<b>Method of Procurement:</b> Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County.
<b>Procurement History:</b> We have been using this vendor for many years.
<b>Description of General Provisions:</b> The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JDs. They will provide full time care for eligible children referred to their facility.
<b>Impact on Funding / Price Analysis:</b> State 49% County 51%
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund	GEN					
Control	68	Revenue				\$ 0.00
Resp.	6800	Contract				\$ 0.00
Object	WW618	County	\$ 146,625.00	3	SSGEN6800/WW618	\$ 287,500.00
Transaction	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 140,875.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 287,500.00		TOTAL	\$ 287,500.00
RENEWAL						
% Increase						
% Decrease						

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2018, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and MercyFirst, a not-for-profit corporation of the State of New York, having its principal office at 525 Convent Road, Syosset New York 11791 (the "Contractor");

WITNESSETH:

WHEREAS, pursuant to County contract number CQ0515000001 between the County and the Contractor, executed on behalf of the County on April 23, 2016, as amended by the amendment executed on behalf of the County on August 21, 2017 (the "Original Agreement"), the Contractor provides Non-Secure Detention services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2016 through December 31, 2017 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Million One Hundred Fifty Thousand and 00/100 (\$1,150,000.00) DOLLARS (the "Maximum Amount"); and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for six (6) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Eighty-Seven Thousand Five Hundred and 00/100 (\$287,500.00) DOLLARS, payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Four Hundred Thirty-Seven Thousand Five Hundred and 00/100 (\$1,437,500.00) DOLLARS (the "Amended Maximum Amount").

1/31/18

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

Remainder of the Page Intentionally Left Blank

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

MERCYFIRST

By: [Signature]  
Name: Gerard McCaffery  
Title: President/CEO  
Date: 10-31-17

NASSAU COUNTY

By: [Signature]  
Name: Kyle Resc-Landash  
Title: County Executive

☒ Deputy County Executive

Date: 3/29/18

PLEASE EXECUTE IN BLUE INK

135614



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 29 day of March in the year 2018 before me personally came Kyle Rose-Lauder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 31st day of October in the year 2017 before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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.

- Maureen A. Houston  
NOTARY PUBLIC

MAUREEN A. HOUSTON  
Notary Public State of New York  
01HOE060612  
Qualified in Nassau County  
Commission Expires June 25, 2019



**NIFS ID:CLSS18000036      Department: Social Services**

**Capital:**

SERVICE: Non-Secure Detention

Contract ID #:CQSS16000001      NIFS Entry Date: 27-APR-18      Term: from 01-JUL-18 to 31-DEC-18

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: MercyFirst	Vendor ID#: 111635089
Address: 525 Convent Rd.	Contact Person: Gerard McCaffery
Syosset, NY 11791	
	Phone: 516 921-0808

<b>Department:</b>
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd.
Phone: 516 227-7452

## Routing Slip

Department	NIFS Entry: X	27-APR-18 -- MKANOWITZ
Department	NIFS Approval: X	27-APR-18 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-MAY-18 -- APERSICH
OMB	NIFS Approval: X	30-APR-18 -- AROMANO
County Atty.	Insurance Verification: X	30-APR-18 -- AAMATO
County Atty.	Approval to Form: X	30-APR-18 -- NSARANDIS
Dep. CE	Approval: X	22-MAY-18 -- KROSE-LOUDER
Leg. Affairs	Approval/Review: X	18-MAY-18 -- MREYNOLDS

Legislature	Approval:	
Comptroller	Deputy: X	10-AUG-18 -- SJAMES
NIFA	NIFA Approval: X	10-AUG-18 -- KSTELLA

## Contract Summary

<b>Purpose:</b> We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JDs). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. (Amendment to renew contract for a six- month period under the original terms of the agreement.)
<b>Method of Procurement:</b> Method of Procurement: Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. Family Court is pleased with the quality of services. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. MercyFirst is a good partner to DSS as they are flexible and accommodating.
<b>Procurement History:</b> We have been using this vendor for many years.
<b>Description of General Provisions:</b> The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JDs. They will provide full time care for eligible children referred to their facility.
<b>Impact on Funding / Price Analysis:</b> State 49% County 51%
<b>Change in Contract from Prior Procurement:</b> Not applicable.
<b>Recommendation:</b> (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	68	Revenue				\$ 0.00
Resp:	6800	Contract:				\$ 0.00
Object:	WW818	County	\$ 146,625.00	3	SSGEN6800/WW818	\$ 287,500.00
Transaction:	CQ	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 140,875.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 287,500.00</b>		<b>TOTAL</b>	<b>\$ 287,500.00</b>

RENEWAL	
% Increase	
% Decrease	

### AMENDMENT NO. III

This AMENDMENT, dated as of July 1, 2018, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) and MercyFirst, a not-for-profit corporation of the State of New York, having its principal office at 525 Convent Road, Syosset, New York 11791 (the "Contractor").

#### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS16000001 between the County and the Contractor, executed on behalf of the County on April 25, 2016, as amended by the amendment executed on behalf of the County on August 21, 2017, as amended by the amendment executed on behalf of the County on March 29, 2018 (the "Original Agreement"), the Contractor provides Non-Secure Detention services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of this Agreement is from January 1, 2016 through June 30, 2018 with an option to renew under the same terms and conditions for two and one-half (2.5) additional one (1) year periods remaining. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Million Four Hundred Thirty-Seven Thousand Five Hundred and 00/100 (\$1,437,500.00) DOLLARS (the "Maximum Amount"); and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for six (6) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2018.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Eighty-Seven Thousand Five Hundred and 00/100 (\$287,500.00) DOLLARS, payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Seven Hundred Twenty-Five Thousand and 00/100 (\$1,725,000.00) DOLLARS (the "Amended Maximum Amount").

3. Services. Section 5. Services of the Original Agreement shall be amended to add Section 5(n) which shall read as follows:

Commencing July 1, 2018, Contractor will begin to recruit families in the community that will be licensed to be Non-Secure Detention (NSD) foster boarding homes through the New York State Office of Family and Children Services (OCFS). Contractor shall develop a minimum of 6 homes and each will be certified to serve 1 youth at a time. Contractor will implement the new model as of January 1, 2019 and will use the six (6) months prior to that to plan and prepare for this to occur. Contractor's current 6 bed co-ed non-secure detention program will remain operational and the designated resource to provide this level of care and services to youth referred by the county, up to and including December 31, 2018 and will insure that the Department is able to meet its legal responsibility to provide these services.

Contractor shall comply with the relevant sections of Title 9 Executive Department Subtitle E Office of Children and Family Services Part 180.

Commencing July 1, 2018, Contractor will immediately initiate the training of staff to do recruitment and MAPP training of families. Contractor will meet all OCFS requirements to certify families including but not limited to OCFS-0390 Form – Family Boarding Care Facility Home Study, OCFS-0293 Form – Fire Safety Checklist, OCFS-0292 Form – Firearms Certification and OCFS-0295 Driver Information. All adults in a potential NSD Family Boarding Homes will also be cleared through NYS Justice Center for the Staff Exclusion List, fingerprinted and be screened through the NYS Central Registry. All documentation will be recorded in Connections.

4. Compliance with Law. Section 14. Compliance with Law of the Original Agreement shall be amended to add sections 14. (f) and 14. (g) which shall read respectively as follows:

14. (f) 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.

14. (g) 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.

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

Remainder of the Page Intentionally Left Blank

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

MERCYFIRST

By: [Signature]  
Name: Gerard McGaffey  
Title: President/CEO  
Date: 4/16/18

NASSAU COUNTY

By: [Signature]  
Name: Kyle Rose-Lowe  
Title: County Executive

☒ Deputy County Executive

Date: 4/13/18

PLEASE EXECUTE IN BLUE INK

138072

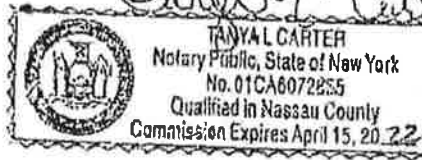
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 12 day of August in the year 2018 before me personally came Kyle Rose-Louder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 16 day of April in the year 2018 before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of NerdyFirst, 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.

Maureen A. Houston  
NOTARY PUBLIC

MAUREEN A. HOUSTON  
Notary Public State of New York  
01HC000012  
Qualified in Nassau County  
Commission Expires June 28, 2019





E-21-19

**NIFS ID:CLSS19000010**

**Department: Social Services**

**Capital:**

SERVICE: Non-Secure Detention

Contract ID #:CQSS16000001

NIFS Entry Date:

Term: from 01-JAN-19 to 31-DEC-19

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Vendor Ownership & Mgmt. Disclosure Attached:	N
5) Insurance Required	Y

Vendor Info:	
Name: <b>MercyFirst</b>	Vendor ID#: <b>111635089</b>
Address: 525 Convent Road	Contact Person: Gerard
Syosset, NY 11791	McCaffery
	Phone: 516 921-0808

Department:
Contact Name: Michael Kanowitz
Address: 60 Charles Lindbergh Blvd
Phone: 516 227-7452

**Routing Slip**

Department	NIFS Entry: X	07-JAN-19 -- MKANOWITZ
Department	NIFS Approval: X	07-JAN-19 -- MKANOWITZ
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	09-JAN-19 -- APERSICH
OMB	NIFS Approval: X	08-JAN-19 -- AROMANO
County Atty.	Insurance Verification: X	08-JAN-19 -- AAMATO
County Atty.	Approval to Form: X	09-JAN-19 -- MMISRA
CPO	Approval: X	14-JAN-19 -- KOHAGENCE
DCEC	Approval: X	14-JAN-19 -- JCHIARA

<b>Dep. CE</b>	<b>Approval: X</b>	<b>14-JAN-19 -- KROSE-LOUDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>04-FEB-19 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval: X</b>	<b>10-SEP-19 -- LVOCATURA</b>
<b>Comptroller</b>	<b>Deputy: X</b>	<b>24-SEP-19 -- ADALESSIO</b>
<b>NIFA</b>	<b>NIFA Approval: X</b>	<b>01-OCT-19 -- CDREYER</b>

## Contract Summary

**Purpose:** We are mandated to provide these services. Mercy First operates facilities for the placement into non-secure detention of eligible Persons in Need of Supervision (PINS) and Juvenile Delinquents (JDs). The contract reserves beds for the exclusive use of the County and provides for the full time care of eligible children placed. (Amendment to renew contract for a one year period under the original terms of the agreement.)

**Method of Procurement:** Sole source provider. The MercyFirst Non-Secure Detention (NSD) facility is the only OCFS certified facility within Nassau County. NSD services are provided for the use of Family Court. Family Court refers youth; DSS contracts with and pays the provider. The previous two NYS OCFS Detention Site Visits to review the program produced positive reports. OCFS commended the facility, services and staff. MercyFirst consistently receives satisfactory performance appraisal from DSS. Subject contract was processed and approved prior to 2018 as a sole source procurement in accordance with then current County policy. To comply with the new County policy regarding sole source procurement (Countywide Procurement & Compliance Policy # CE-01, dated 2018), DSS proposes to extend subject contract term for an additional 12-month period, CY 2019. During 2020, DSS will issue a Notice of Proposed Sole Source in accordance with current County policy, for a new multi-year term contract to begin 1/1/2021. MercyFirst is a good partner to DSS as they are flexible and accommodating.

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

**Description of General Provisions:** The vendor will maintain and reserve for the exclusive use of the County six (6) coed beds for the non-secure detention of eligible PINS and JDs. They will provide full time care for eligible children referred to their facility.

**Impact on Funding / Price Analysis:** State 49% County 51%

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

**Recommendation:** (approve as submitted) Approve as submitted.

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue				\$ 0.00
Control:	68	Contract				\$ 0.00
Resp:	6800	County	\$ 293,250.00			\$ 0.00
Object:	WW818	Federal	\$ 0.00	4	SSGEN6800/WW818	\$ 575,000.00
Transaction:	CQ	State	\$ 281,750.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL:	\$ 575,000.00		TOTAL	\$ 575,000.00
Increase						
Decrease						

RULES RESOLUTION NO. ~~257~~ 2019

G-21-19

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL  
SERVICES, AND MERCYFIRST

9-9-19  
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WHEREAS, the County has negotiated an amendment to a personal services agreement with MercyFirst to provide non-secure detention services to eligible Persons in Need of Supervision and juvenile delinquents, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

AMENDMENT NO. IV

This AMENDMENT, dated as of January 1, 2019, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Unionsdale, New York 11553 (the "Department"), and (ii) and MercyFirst, a not-for-profit corporation of the State of New York, having its principal office at 525 Convent Road, Syosset, New York 11791 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS16000001 between the County and the Contractor, executed on behalf of the County on April 25, 2016, as amended by the amendment executed on behalf of the County on August 21, 2017, as amended by the amendment executed on behalf of the County on March 29, 2018 as amended by the amendment executed on behalf of the County on August 13, 2018 (the "Original Agreement"), the Contractor provides Non-Secure Detention services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of this Agreement is from January 1, 2016 through December 31, 2018 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods remaining. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was One Million Seven Hundred Twenty-Five Thousand and 00/100 (\$1,725,000.00) DOLLARS (the "Maximum Amount"); and

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

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2019.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Five Hundred Seventy- Five Thousand Five and 00/100 (\$575,000.00) DOLLARS, payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the

Amended Agreement shall be Two Million Three Hundred Thousand and 00/100 (\$2,300,000.00) DOLLARS (the "Amended Maximum Amount").

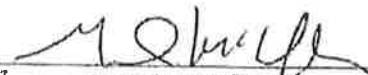
3. Services. Section 5. Services, of the Original Agreement shall be amended to delete Section 5(n) in its entirety.

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

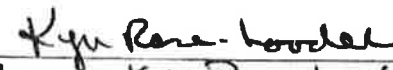
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IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

MERCYFIRST

By:   
Name: Gerard McCaffery  
Title: President/CEO  
Date: 12-12-18

NASSAU COUNTY

By:   
Name: Kyle Reese-Larder  
Title: County Executive

☒ Deputy County Executive

Date: 10-11-19

PLEASE EXECUTE IN BLUE INK

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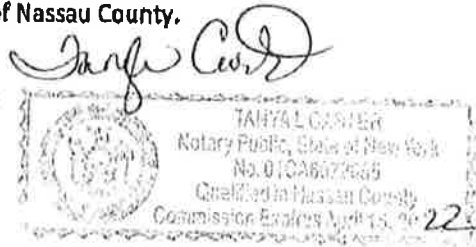
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 11 day of October in the year 2019 before me personally came Kyle Rose-Louder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 12th day of December in the year 2018, before me personally came Gerard McCaffery to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President/CEO of MercyFirst, 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.

Maureen A. Houston  
NOTARY PUBLIC

MAUREEN A. HOUSTON  
Notary Public State of New York  
01HO6060612  
Qualified in Nassau County  
Commission Expires June 25, 2019