

# **EXHIBIT 1.2**

## **PROJECT 350 CONTRACT 2003**

COUNTY OF NASSAU

CONTRACT ADVISEMENT *CCCW03000364*

DATE OF ADVISEMENT			FUND (3)	CONTRACT ID						DEPT (2)	CONTRACT NUMBER (6)
MO (2)	DY (2)	YR (2)		TRANSACTION CODE			PERPETUAL TRANSACTION CODE				
<i>3</i>	<i>5</i>	<i>03</i>	GEN	ENTER <input checked="" type="checkbox"/> CNTE	MODIFY <input type="checkbox"/> CNTM	CANCEL <input type="checkbox"/> CNTX	ENTER <input type="checkbox"/> CPEE	MODIFY <input type="checkbox"/> CPEM	CANCEL <input type="checkbox"/> CPEX	SS	

VENDOR INFO.	ACTION (2)	NUMBER (9)	ADDR. CODE (2)	YEAR-END ADJUSTMENT PERIOD
	ID: <i>VF</i>	<i>112239383</i>	<i>01</i>	YR (2)
Name: (30)	<i>Leadership Training Institute</i>			
Address: (30)	<i>50 Clinton Street, Suite 607</i>			
	<i>Hempstead, NY 11550</i>			

LINE NO.	DEPT. DPW AREA (2)	RESP. CENTER DPW PROJ/ COST GRP. (4)	MRU (2)	OBJ (3)	SUB- OBJ (2)	REPORTING CATEGORY		ACTI- VITY (4)	REFERENCE REQUISITION ID				PART/ FINAL IND.		LINE AMOUNT
						COUNTY (4)	DEPT. (4)		TRANS. CODE (4)	DEPT. (2)	REQ. NO. (6)	REF. LINE NO. (4)	P	F	
<i>1</i>	<i>SS</i>	<i>6800</i>		<i>WW</i>											<i>736,128.00</i>
<i>2</i>															
<i>3</i>															
<i>4</i>															

DOCUMENT DESCRIPTION: (30) *1/1/03 - 12/31/03 Non-Secure Detention Center/350 Greenwich St.* TOTAL AMOUNT *+* *736,128.00*

COMMENTS	
COUNTY	<i>368,064.00</i> Leadership Training Institute will reserve beds for
FEDERAL	<i>0</i> Persons in Need of Supervision (PINS) and Juvenile
STATE	<i>368,064.00</i> Delinquents (JD) and will provide care for those placed
TOTAL	<i>736,128.00</i> by Family Court. The facility is at 350 Greenwich St.

APPROVED: *[Signature]* *5/19/03* Contact: *Mel Jackson, Exec. Director*  
 Telephone: *516 483-3400*  
 INSURANCE SECTION *5/19/03*

DEPARTMENT - PREPARED BY: <i>Ann Smith Virginia Webb</i> NAME: <i>3/14/03</i>	COMPTROLLER'S OFFICE CERTIFICATION: I hereby certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. CONTRACT NUMBER: <i>CCCW03000364</i>	CERTIFICATE OF ACCEPTANCE INTO NUMIS: I certify that this document was accepted into NUMIS. <i>[Signature]</i> NAME: <i>5/29/03</i>	CHECK IF THIS DOCUMENT IS CONTINUED: <input type="checkbox"/> PAGE _____ OF _____
DATE: <i>4416</i> PHONE: <i>[Signature]</i> DEPARTMENT APPROVED BY: <i>[Signature]</i> NAME: <i>Commissioner</i> TITLE: <i>5/16/03</i>	NAME: <i>[Signature]</i> TITLE: <i>Deputy Comptroller</i> DATE: <i>6/2/03</i>	DATE: <i>5/29/03</i>	

THIS AGREEMENT, dated as of *March 3* 2003, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 101 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) The Leadership Training Institute, Inc. a not-for-profit corporation of the State of New York, having its principal office at 50 Clinton Street, Suite 607, Hempstead, New York 11550, (the "Contractor").

WITNESSETH:

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

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

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

1. Term. The term of this Agreement shall be from January 1, 2003 through December 31, 2003, subject to sooner termination as provided in this Agreement.

2. Services.

(a) The County, acting for and on behalf of the Department, hereby hires and retains the services of the Contractor to:

(1) Maintain and reserve for the exclusive use of the County, eight (8) beds for the non-secure detention of eligible PINS and JD's.

(2) Provide full-time care for eligible male and female children, 10 through 16 years of age, referred to the group care facility for non-secure detention of eligible PINS and JD's.

(b) The Contractor agrees:

(1) To accept only eligible PINS and JD's referred by the Nassau County Probation Department and the Juvenile Aid Bureau of the Nassau County Police Department.

(2) To maintain a capacity to accept eligible children detained, remanded, held or placed on an emergency basis, after court hours, for all eligibles from authorized sources.

(3) To comply with all applicable New York State statutes and all regulations of the New York State Office of Children and Family Services 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.

(4) To provide full-time care to eligible children referred to the group care facility in accordance with the rules and regulations of the New York State Office of Children and Family Services, Nassau County Department of Social Services and all applicable New York State statutes.

(5) To provide transportation of eligible children to forensic evaluation appointments, court appointments, and medical appointments as part of full-time care.

(6) To comply with the following medical care requirements:

(A) The Contractor must notify the Department immediately of injuries or illness which may require hospitalization of any individuals in its care. 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.

(B) 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.

(C) 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.

(D) 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.

(c) The Contractor agrees to make best efforts to comply, on a timely basis with requests by the designated representative of the New York State Office of Children and Family Services for conformity to all applicable statutes, rules and regulations.

(d) The Contractor agrees that all beds are reserved for the exclusive use of the Department. Any request for use of a bed from any source other than the Department shall be referred to the Department. Acceptance of any child from any source other than the Department shall be made only upon request and after approval by the Department.

The Contractor further agrees that the Department's decision to approve or disapprove said request for placement is final and binding upon the Contractor.

The Contractor agrees that all billings for non-Nassau County eligible JD's and/or PINS placed in a bed reserved exclusively for Nassau County shall be made to the Department which shall seek reimbursement from the source which requested said placement. The Contractor agrees to supply to the Department all necessary documentation necessary for the Department to obtain reimbursement from the source which requested said placement.

(e) The Contractor agrees that the staff designated and furnished in the operation of its non-secure detention facility shall meet and possess all staffing requirements as defined by New York State Statute and all regulations of the New York State Office of Children and Family Services, including but not limited to, Juvenile Detention Facility Regulations Section 180.10, Non-Secure Detention Facility.

(f) 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 substantial violation of this Agreement.

3. Payment. (a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(b) 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.

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

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

(e) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for the Services provided under this Agreement (the "Maximum Amount") shall not exceed SEVEN HUNDRED THIRTY SIX THOUSAND ONE HUNDRED AND TWENTY EIGHT (\$736,128.00) DOLLARS to be paid in arrears on a reimbursement basis in accordance with the Line-Item Budget attached hereto as Exhibit "A".

(1) It is further agreed by the Contractor that charges to the County will be reduced by the amount of any funds received by the Contractor from other sources for care provided by the Contractor under this Agreement.

(2) It is further agreed by the Contractor that the full time care of eligible children 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 child placed in the Contractor's group care facility, including the day of admission of the eligible child but not the day of discharge of said child.

(3) It is further agreed by the Contractor that the Line-Item Budget attached hereto and made part hereof shall be utilized for the purpose of claiming and payment. The Line-Item Budget may also be used for the purposes of an annual audit and an annual review of services rendered and claims submitted.

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

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

(h) If the State of New York, or any of its departments, divisions, boards, or other appropriate agencies having jurisdiction of the services covered by this Agreement, including the funding thereof, shall fail to approve State aid in reimbursement to the County for any payments made by the County hereunder, for any reason whatsoever, or if the State or any of its subdivisions or agencies shall reduce or cut back any sums in aid, then the amount contributed by the County to the Contractor shall be denied or reduced in the proportion equal to the amount so denied or reduced.

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the

County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance with Law. The Contractor shall comply with any and all federal, State and local Laws, including those relating to conflicts of interest, discrimination, Health Insurance Portability and Accountability Act (HIPAA) of 1996, and confidentiality, 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. As used in this Agreement the word "Law" means any and all statutes, rules, regulations, orders, ordinances, writs, injunctions, official resolutions, official interpretations or decrees, as the same may be amended from time to time, enacted, adopted, promulgated, released, or issued, by or on behalf of any government or political subdivision thereof, quasi-governmental authority, court, or official investigative body.

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

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

8. Confidentiality. The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement. The Contractor shall, and shall cause Contractor Agents to:

(a) Safeguard the confidentiality of all records, information and data ("Information") received or generated in connection with this Agreement, including relating to individuals who may receive Program Services, and shall maintain the confidentiality of all such Information, including complying with applicable Law, including the Civil Rights Act of 1964 and 18 NYCRR 357.

(b) Observe the confidentiality requirements of the following New York State Law: Section 4138-c of the Public Health Law, Section 136 of the Social Services Law, 18 NYCRR 423.7 and 357.1 et seq.

(c) Adopt and/or adhere to, as applicable, specific procedures ensuring the protection of health history information relating to an individual who has been diagnosed as having AIDS, an HIV-related illness or an HIV infection or laboratory tests performed on an individual for HIV-related illness. Such procedures must include a statement ensuring that Contractor Agents to whom confidential HIV-related or AIDS information is disclosed as a necessity for providing services and in accordance with 18 NYCRR 405 and Section 2782 of the New York State Public

Health Law, are fully informed of the penalties and fines for re-disclosure in violation of Law. Any authorized disclosure of confidential information must be accompanied by a written statement as follows:

“This information has been disclosed to you from confidential records which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

9. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify, and hold harmless the County, the Department and its officers, employees, and agents (the “Indemnified Parties”) from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys’ fees and disbursements) and damages (“Losses”), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether taken pursuant to or authorized by this Agreement and regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The Contractor shall, upon the County’s demand and at the County’s direction, promptly and diligently defend, at the Contractor’s own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

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

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

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name “Nassau County” as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part for professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor’s employees (“Workers’ Compensation Insurance”), which insurance is in compliance with the New York State Workers’ Compensation Law, and (iv) such additional insurance as the County may from time to time specify.



(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement copies of the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action, that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual

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

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

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

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

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

(e) Reimbursement Upon Termination. Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination. In such event the Contractor further agrees to transport all such files and documents to a location(s) designated by the Department at no cost to the County. In the event the Department exercises its right in this paragraph to terminate this Agreement, reimbursement to the Contractor shall include all expenditures, including transportation of all such files and documents to a location(s) designated by the Department, incurred up to and including the date all files and documents are removed from Contractor’s facility.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually (“Records”), pertinent to performance under this Agreement. Records

shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, the New York State Office of Temporary and Disability Assistance, or 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.

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

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

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

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

15. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.

- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.
- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

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

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

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

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

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

18. Fair Hearings. The Department will provide notices to recipients or applicants of their right to State Fair Hearings as required by Federal and State law and regulations. The Contractor, upon request of the Department, agrees to participate in State Fair Hearings when necessary for the determination of issues. The Contractor also agrees to participate, as requested by the Department, in any endeavors incident to the provision of services including, but not limited to,

testimony for fair hearings, reports, surveys, studies or audits, court or judicial proceedings, and any other matters relating to the Contractor's provision of services.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other persons or addresses as shall be designated by written notice.

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

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

21. 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.

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

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

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

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

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

THE LEADERSHIP TRAINING INSTITUTE, INC.

By: Frank Ashby  
Name: Frank Ashby  
Title: Secretary - Treasurer

NASSAU COUNTY

6/5/03  
By: John A. Gallagher  
Name: John A. Gallagher  
Title: Deputy County Executive

PLEASE EXECUTE IN BLUE INK

28486

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 5<sup>th</sup> day of June in the year 2003 before me personally came John Gallagher to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; 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.

*Robyn S. Pace*  
NOTARY PUBLIC  
ROBYN S. PACE  
Notary Public, State of New York  
No. 01RA5078976  
Qualified in Nassau County  
Commission Expires June 2, 2005

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 13<sup>th</sup> day of March in the year 2003 before me personally came FRANK ASHBY 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 Secy/Treas of L.T.I., 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

*Carol A. Hassett*

CAROL A. HASSETT  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01HA6009770  
EXPIRATION 07/06/2006



EXHIBIT A

LINE-ITEM BUDGET  
LEADERSHIP TRAINING Contractor  
Non-Secure Detention at  
Project 350

JANUARY 1, 2003 -DECEMBER 31, 2003

<u>ITEM</u>	
Salaries*	\$ 457,539.00
Fringe Benefits	91,508.00
Transportation & Related Expenses	3,817.00
Children's Recreational & Social Activities	5,208.00
Educational Expenses	5,834.00
Purchase of Services	5,466.00
Food	25,958.00
Clothing, Bedding & Linens	3,115.00
Supplies & Equipment	15,808.00
Furnishings & Equipment Rent/Purchase	8,620.00
Utilities	11,822.00
Repairs & Maintenance	17,470.00
Telephone	7,405.00
Postage & Mailing	1,248.00
Subscriptions & Conferences	3,300.00
Accounting & Auditing Services	4,302.00
Legal	1,000.00
Insurance	14,445.00
Staff Development	2,200.00
Medical	3,500.00
Indirect Costs will include, but not be limited to:	46,563.00
Space Rental, Office Maintenance	
Advertising/Public Relations	
Printing, Certificates & Awards	
Volunteer Expenses, Refreshments	
Utilities, Telephone, Administrative Expenses	
Insurance, Depreciation, Recognition Items	
 TOTAL BUDGET	 \$736,128.00

\*Salary Breakdown Listed on Following Page

LINE-ITEM BUDGET  
LEADERSHIP TRAINING Contractor  
Non-Secure Detention

SALARIES

JANUARY 1, 2003 - DECEMBER 31, 2003

<u>POSITION/TITLE</u>	<u>SALARIES</u>
Director of Social Services	\$ 44,872.00
Director of Child Care	52,366.00
Administrator	29,427.00
Social Worker/Case Worker	34,925.00
Case Worker Supervisor	16,500.00
Teacher	30,804.00
Detention Aid	20,800.00
Supervisor	32,500.00
Child Care Workers (10)	163,503.00
Bookkeeper	14,000.00
Secretary	3,500.00
Maintenance Worker	14,342.00
TOTAL SALARIES	\$457,539.00

Appendix EE - Equal Employment Opportunities For Minorities and Women

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

The Contractor (as defined below) 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 below) 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.

I. 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.

II. The Contractor shall make its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002 ).

III. The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

IV. The Contractor shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (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 "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.

RESOLUTION TO THE CORPORATE MINUTES

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

RESOLVED: That Frank Ashby, Secretary-Treasurer  
Corporate Title

of this corporation, is hereby authorized to execute a contract agreement on behalf of this corporation for purposes of entering into a contract with the Nassau County Department of Social Services for the period of January 1, 2003 through December 31, 2003.

Anna Cary Freedland  
Officer

Sworn to before me this 13<sup>th</sup>  
day of March, 2003

Carol A. Hacsett  
Notary Public

CAROL A. HACSETT  
NOTARY PUBLIC STATE OF NEW YORK  
NO. 011A6009770  
EXPIRATION 07/06/2006