

Contract ID#: CQDA15000016  
CLDA17000003



Department: District Attorney

E-95-17

## Contract Details

SERVICE: Crisis Residential Treatment/  
Substance Abuse Services

NIFS ID #: CLDA17000003 NIFS Entry Date: 03/09/2017 Term: 10/01/2016 – 09/30/2017

|  |  |   |
|--|--|---|
| New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/> | 1) Mandated Program:                             | Yes <input type="checkbox"/> No <input checked="" 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 Agreement § 32 Compliance Attached:      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Addl. Funds <input type="checkbox"/>                                     | 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Blanket Resolution <input type="checkbox"/><br>RES#                      | 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

## Agency Information

| Vendor  |   |
|---|---|
| Name<br><b>Maryhaven Center of Hope</b>                     | Vendor ID#<br><b>11-2861698</b>                             |
| Address<br><b>150 Buffalo Avenue<br/>Freeport, NY 11520</b> | Contact Person<br><b>James Morse<br/>Executive Director</b> |
|   | Phone<br><b>(516) 546-7070</b>                              |

| County Department  |
|--|
| Department Contact<br><b>Robert McManus<br/>Nassau County<br/>District Attorney's Office</b> |
| Address<br><b>262 Old Country Road<br/>Mineola NY 11501</b>                                  |
| Phone<br><b>(516) 571-3354</b>   |

## Routing Slip

| DATE Rec'd. | DEPARTMENT          | Internal Verification   | DATE App'd & Fw'd | SIGNATURE                            | Leg. Approval Required  |
|-------------|---------------------|---|-------------------|--------------------------------------|---|
|             | Department          | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head)<br>Contractor Registered <input checked="" type="checkbox"/> | 3/9/17<br>3/9/17  | <i>Victor Cud</i><br><i>Mr Morse</i> |   |
|             | OMB                 | NIFS Approval<br>(Contractor Registered) <input checked="" type="checkbox"/>                              | 3/14/17           | <i>Williammy G...</i>                | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if<br>blanket resolution |
| 3/20/17     | County Attorney     | CA RE & Insurance<br>Verification <input checked="" type="checkbox"/>                                     | 3/20/17           | <i>J. Gmatr</i>                      |   |
| 3/20/17     | County Attorney     | CA Approval as to form <input checked="" type="checkbox"/>  | 3/20/17           | <i>[Signature]</i>                   | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                               |
|             | Legislative Affairs | Fw'd Original Contract to<br>CA <input type="checkbox"/>  |                   |                                      |   |
|             | County Attorney     | NIFS Approval <input type="checkbox"/>  |                   |                                      |   |
|             | Comptroller         | NIFS Approval <input type="checkbox"/>  |                   |                                      |   |
| 4/11/17     | County Executive    | Notarization<br>Filed with Clerk of the Leg. <input type="checkbox"/>                                     | 4/12/17           | <i>[Signature]</i>                   |   |



## Contract Summary

**Description:** This is a renewal of an existing agreement for chemical dependence withdrawal and stabilization services for individuals who have survived heroin overdoses.

**Purpose:** This funding enables the contractor to provide 24/7 services with the addition of psychiatric and medical services to facilitate immediate treatment and services for individuals who have survived overdoses.

**Method of Procurement:** The New York State Office of Alcoholism and Substance Abuse Services have certified the contractor as the only existing facility in Nassau County providing crisis residential services and chemical dependence withdrawal and stabilization services for heroin addicts or users who have overdosed.

**Procurement History:**

Maryhaven is the only existing facility in Nassau County providing crisis residential services and chemical dependence withdrawal and stabilization services for heroin addicts who have overdosed. As a result, no other vendors were asked to submit proposals.

**Description of General Provisions:** This is a one year renewal of an agreement for the period from October 1, 2016 to September 30, 2017 with no additional funding necessary.

**Impact on Funding / Price Analysis:** None, project is fully financed with forfeiture funds.

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** Approve as submitted.

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GRT   |
| Control:     | DA 89 |
| Resp:        | 1B    |
| Object:      | DE    |
| Transaction: | CQ    |

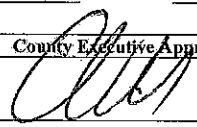
| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT        |
|---|---------------|
| Revenue Contract <input type="checkbox"/> | XXXXXXXX      |
| County                                    | \$            |
| Federal                                   | \$            |
| State                                     | \$ .01        |
| Capital                                   | \$            |
| Other                                     | \$            |
| <b>TOTAL</b>                              | <b>\$ .01</b> |

| LINE         | INDEX/OBJECT CODE  | AMOUNT        |
|--------------|--------------------|---------------|
| 1            | DAGRT891BOTH/DES00 | \$.01         |
| 2            |                    | \$            |
| 3            |                    | \$            |
| 4            |                    | \$            |
| 5            |                    | \$            |
| 6            |                    | \$            |
| <b>TOTAL</b> |                    | <b>\$ .01</b> |

Document Prepared By: **R. McManus**

Date: **03/09/17**

|   |  |   |  |   |  |
|---|--|---|--|---|--|
| <b>NIFS Certification</b><br>I certify that this document was accepted into NIFS. |  | <b>Comptroller Certification</b><br>I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. |  | <b>County Executive Approval</b><br>Name: <br>Date: <b>4/3/17</b><br>(For Office Use Only) |  |
| Name  |  | Name  |  | E #:  |  |
| Date  |  | Date  |  |   |  |



## Nassau County Interim Finance Authority

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

1. Vendor: Maryhaven Center of Hope CQDA15000016/CLDA17000003

2. Dollar amount requiring NIFA approval: \$ \$ .01

Amount to be encumbered: \$ \$ .01

This is a ☐ New Contract ☐ Advisement ☒ 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: 10/01/16 - 09/30/17

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Continuation of existing program.

4. Funding Source:

☐ General Fund (GEN) ☒ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal %           
☐ Other State % 100  
County %         

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

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

This is a one year renewal of an existing agreement for chemical dependence withdrawal and stabilization services for individuals who have survived heroin overdoses.

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

Nassau County Attorney as to form ☒ Yes ☐ No ☐ N/A  
Nassau County Committee and/or Legislature ☒ Yes ☐ No ☐ N/A

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

E 210-15 - Approved by Rules Committee 12/21/15.

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

CQDA15000016  
10/01/15 - 09/30/16  
\$471,520

## AUTHORIZATION

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

\_\_\_\_\_  
Signature Title Date 3/16/17

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

## 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

\_\_\_\_\_  
Signature Title Date

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

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

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

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

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

RULES RESOLUTION NO.    – 2017

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 DISTRICT ATTORNEY AND  
MARYHAVEN CENTER OF HOPE

WHEREAS, the County has negotiated an amendment to a personal services agreement with Maryhaven Center of Hope, extending the term of the Agreement, 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 amended agreement with Maryhaven Center of Hope.

George Maragos  
Comptroller



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

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

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

**CONTRACTOR NAME:** Maryhaven Center of Hope

**CONTRACTOR ADDRESS:** 150 Buffalo Ave., Freeport, NY 11520

**FEDERAL TAX ID #:** 11-2861698

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**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 \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

**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.

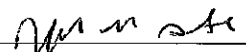
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

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

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

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

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

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

03/09/17  
**Date**

***NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.***  
*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*





**OFFICE OF THE DISTRICT ATTORNEY  
NASSAU COUNTY**

**INTER-OFFICE MEMORANDUM**

**To:** Office of the Comptroller  
Office of Management and Budget

**From:** Jeffrey M. Stein  
Chief Administrative Officer

**Date:** 03/09/17

**Re:** Sole Source Justification – Maryhaven Center of Hope

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On September 16, 2015, then Acting Nassau County District Attorney Madeline Singas announced her decision to commit criminal asset forfeiture funding to close a deadly treatment gap for heroin addicts, as part of her three-pronged strategy against the local effects of a public health crisis affecting every part of the country including Long Island. At the time this program was announced, heroin users in New York State who overdosed were revived and released back into the community in a matter of hours with recommendations to obtain treatment since heroin and opiate withdrawal is not considered medically “life-threatening.” Processing the paperwork and getting into appropriate treatment could then take weeks. This “treatment gap” left many patients on their own during the most violent, painful and difficult throes of withdrawal, often leading to repeat use that can continue uninterrupted until death. This cycle can also lead to the crimes often associated with heroin abuse, like robbery and burglary. Acting DA Singas’ new initiative closed the treatment gap in Nassau County by providing the funding that has allowed the Maryhaven Center of Hope treatment facility in Freeport – the only medically monitored drug crisis center in Nassau County – to meet overdose patients in emergency rooms or other agencies at any time of the day or night and transport them to Maryhaven to be stabilized through their withdrawal and receive counseling until long-term treatment can begin. There is no cost to the patient.

Maryhaven Center of Hope, which has offered crisis residential services for men and women facing addiction for the past 30 years, is certified and funded by the New York State Office for Alcoholism and Substance Abuse Services (NYS OASAS). The program offers a safe, sober, and supportive environment where a person begins the recovery process. NYS OASAS has verified that Maryhaven is the only existing facility in Nassau County providing crisis residential services and chemical dependence withdrawal and stabilization services for heroin addicts who have overdosed. As a result, no other vendors were asked to submit proposals.



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? If yes, to what campaign committee?

NO

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

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

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

Dated:

2/1/2017

Vendor:

Margaret Center of Hope Inc.

Signed:

Print Name:

Lewis Grossman

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

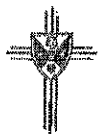
1. Principal Name Lewis Grossman  
Date of birth 5/5/1949  
Home address 24 Fox Ridge  
City/state/zip Brooklyn, N.Y. 11576  
Business address 51 Teeraville Road  
City/state/zip Port Jefferson Station, N.Y. 11776  
Telephone 631 474 4120 EXT 204  
Other present address(es) N/A  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

President 11/1/88 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer 11/1/88 Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other)

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_\_; If Yes, provide details.

*see attached*



## **Maryhaven Center of Hope**

Catholic Health Services

At the heart of health

November 3, 2016

### **Principal Questionnaire Form**

**Question # 5:** *Within the past 3 years, have you been a principal owner or officer of any business of not for profit organization other than the one submitting the questionnaire?*

Submitting Business is: **Maryhaven Center of Hope**

**Lewis Grossman is the officer of:**

- Maryhaven Transportation
- Maryhaven School
- Riverhead Hostel Holding
- Wisdom Gardens Housing Development Fund

**Question # 6:** *Governmental Entity awarded any contracts- see attached contracts listing.*

Should you have any questions or concerns, please call me at 631.474.4120 Ext 227.

Regards,

Diane Brown  
Office Manager  
Maryhaven Center of Hope  
[Diane.Brown@chsli.org](mailto:Diane.Brown@chsli.org)  
631.474.4120 Ext 227

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. *See attached*

**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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.

**Maryhaven Center of Hope 51 Terryville Road, Port Jefferson Station, New York 11776 EIN # 11-2861698**

Principal Questionnaire 11/01/2016

| Question #                                  | EIN #      | Address  | Phone #      |
|---|------------|--|--------------|
| Maryhaven School Corp                       | 11-2861690 | 450 Myrtle Avenue, Port Jefferson, NY 11777          | 631.474.3400 |
| Maryhaven Transportation Inc                | 11-3434776 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |
| Riverhead Hostel Holding Corp               | 11-2499790 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |
| Wisdom Gardens Housing and Development Corp | 11-3559713 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |

**Lewis Grossman President / CEO - Officer of additional Entities besides Maryhaven Center of Hope**

| Other Entities                              | Who            | Date started with Entity |
|---|----------------|--------------------------|
| Maryhaven School Corp                       | Lewis Grossman | 11/1/1987 until present  |
| Maryhaven Transportation Inc                | Lewis Grossman | 03/10/1997 until present |
| Riverhead Hostel Holding Corp               | Lewis Grossman | 11/1/1987 until present  |
| Wisdom Gardens Housing and Development Corp | Lewis Grossman | 01/28/1999 until present |
| Maryhaven Center of Hope                    | Lewis Grossman | 11/1/1987 until present  |

**Laura Pepper, Vice President of Finance - Officer of additional Entities besides Maryhaven Center of Hope**

| Other Entities                              | Who          | Date started with Entity |
|---|--------------|--------------------------|
| Maryhaven School Corp                       | Laura Pepper | 02/11/2016 until present |
| Maryhaven Transportation Inc                | Laura Pepper | 02/11/2016 until present |
| Riverhead Hostel Holding Corp               | Laura Pepper | 02/11/2016 until present |
| Wisdom Gardens Housing and Development Corp | Laura Pepper | 02/11/2016 until present |
| Maryhaven Center of Hope                    | Laura Pepper | 02/11/2016 until present |

# Question #6 Principal Questionnaire form

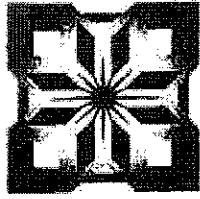
Maryhaven Center of Hope  
51 Terryville Road  
Port Jefferson Stat., NY 11776

## Schedule of Contracts\Grants

| Funding Agency\Disability | Contract Name\Prog            | Contract #            | Latest Contract period  |
|---------------------------|-------------------------------|-----------------------|-------------------------|
| NYS\OMH                   | Nassau CR Progs               | C020161               | 01/01/2015 - 12/31/2019 |
| Nassau County\OASAS       | Halfway Houses\Crisis Center  | CQHS15-000-56         | 1/1/15-12/31/16         |
| Nassau County\OMH         | Senior Network\Drop In Center | CQHS15-000-126        | 1/1/15-12/31/16         |
| Nassau County\OMH         | PROS Horizon                  | CQHS15-000-126        | 1/1/15-12/31/16         |
| Nassau County\OMH         | PROS SOAR Nassau              | CQHS15-000-126        | 1/1/15-12/31/16         |
| Nassau County\DSS         | Foster Care                   | CQSS16-000-021        | 1/1/16-12/31/16         |
| Suffolk County\CSS        | PROS West & East              | 1-4330-4980-00-000033 | 1/1/15-12/31/17         |
| Suffolk County\CSS        | CSS programs                  | 1-4330-4980-00-000033 | 1/1/15-12/31/17         |
| Suffolk County\DSS        | Foster Care                   | 1-6118-4690-54-00106  | 7/1/12-6/30/17          |
| OPWDD\LIDDSO              | ISS                           | C00LLI0007            | 1/1/15-12/31/15         |
| OPWDD\LIDDSO              | LTSE                          | C00LLI0002            | 1/1/16-12/31/16         |
| OPWDD                     | Supported Employment          | C025055               | 7/1/15-6/30/20          |
| VESID\ACCESS              | Core Rehab Services           | C011478               | 01/01/2014- 12/31/2018  |
| NYSACS                    | Foster Care                   | Pending               | 11/15/15-11/16/18       |
| SED                       | IDEA 611 Grant                |                       | 7/1/15- 6/30/16         |
| NYSED                     | Excess Teacher Turnover Grant | 0427-15-0141          | 7/1/15- 6/30/16         |
| NYSED                     | Excess Teacher Turnover Grant | 0426-15-0141          | 7/1/15- 6/30/16         |

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☒ NO ☐ If Yes; provide details for each such investigation.  
*See Attached Drury Letter*
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.





# DISABILITY RIGHTS NEW YORK

New York's Protection & Advocacy System and Client Assistance Program

February 22, 2016

Brice Beach, Esq.  
Office of the General Counsel  
Catholic Health Services of Long Island  
St. Joseph's Villa  
992 North Village Avenue  
Rockville Centre, New York 11570

*Question #10 Re  
Maryhaven Center of  
Hope.*

Dear Mr. Beach:

I write in response to your February 17, 2016 letter. Thank you for addressing Disability Rights New York's concerns. Disability Rights New York has determined that the specific allegations it received concerning Maryhaven's treatment of Christian Hoda are unsubstantiated. I have closed DRNY's investigation of these allegations. Thank you for your cooperation in this matter.

Sincerely,

Stefan Russell Short, Esq.  
Staff Attorney

725 Broadway, Suite 450  
Albany, New York 12207  
(518) 427-6561 (fax)

25 Chapel Street, Suite 1005  
Brooklyn, New York 11201  
(718) 797-1161 (fax)

44 Exchange Blvd, Suite 110  
Rochester, New York 14614  
(585) 348-9823 (fax)

mail@DRNY.org • www.DRNY.org

(800) 993-8982 (toll free) • (518) 432-7861 (voice) • (518) 512-3448 (TTY)

**CERTIFICATION**

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

I, Lewis Grossman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1<sup>st</sup> day of December 2016

Maureen Fresolone  
Notary Public

MAUREEN FRESOLONE  
NOTARY PUBLIC STATE OF NY  
NO. 01FR6212184  
COMMISSION EXPIRES 10/13/17

Norhaven Center of Hope Inc  
Name of submitting business

Lewis Grossman  
Print name

[Signature]  
Signature

President / CEO.  
Title

12 / 1 / 2016  
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 Thomas Christman  
Date of birth 9 / 6 / 40  
Home address 100 Bacon Rd.  
City/state/zip Old Westbury, N.Y. 11568  
Business address N/A Retired  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

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

President \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Treasurer \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
Chairman of Board 4 / 1 / 2014 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 not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_;  
If Yes, provide details.

Treasurer of Catholic Health Services of LI.  
for 12 years, ending 3/31/2014.  
See Attached for additional  
Continuing Care Entities

**Vendex Principal Questionnaire  
Thomas Christman**

|                  |   |
|------------------|---|
| Name of Entity   | <b>Catholic Health Services of Long Island</b>                        |
| Address          | 992 North Village Avenue, Rockville Centre, New York 11570            |
| EIN/TIN          | 11-3403968 Telephone number: 516-705-3700                             |
| Your title       | Treasurer   |
| Association      | from 1/1/1998 to 4/1/2014   |
| Name of Entity   | <b>Nursing Sisters Home Care, Inc. (d/b/a Catholic Home Care)</b>     |
| Address          | 110 Bi-County Boulevard, Suite 114, Farmingdale, New York 11735       |
| EIN/TIN          | 11-2126736  |
| Telephone number | 631-828-7400  |
| Your title       | Chairman of the Board   |
| Association      | from 4/1/2014 – Still serving   |
| Name of Entity   | <b>Good Shepherd Hospice</b>  |
| Address          | 110 Bi-County Boulevard, Suite 114, Farmingdale, New York 11735       |
| EIN/TIN          | 11-2958438  |
| Telephone number | 631-465-6300  |
| Your title       | Chairman of the Board   |
| Association      | from 4/1/2014 – Still serving   |
| Name of Entity   | <b>Our Lady of Consolation Nursing and Rehabilitative Care Center</b> |
| Address          | 111 Beach Drive, West Islip, New York 11795                           |
| EIN/TIN          | 11-3284066  |
| Telephone number | 631-587-1600  |
| Your title       | Chairman of the Board   |
| Association      | from 4/1/2014 – Still serving   |

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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES \_\_\_\_ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_\_ NO ☒ If Yes, provide details for each such year.

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I, Thomas Christman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 7<sup>th</sup> day of October 2016

Mary J. Valenti  
Notary Public

MARY J. VALENTI  
Notary Public, State of New York  
No. 4683515, Suffolk County  
Commission Expires, February 9, 2019

Marphaen Center of Hope Inc  
Name of submitting business

Thomas Christman  
Print name

Thomas Christman  
Signature

Chairman  
Title

10.7.2016  
Date

# PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Jennifer Hoffman  
Date of birth 11/20/1973  
Home address 138 Widgeon Ct.  
City/state/zip Great River, NY 11739  
Business address 445 Broad Hollow rd. Suite 300  
City/state/zip Melville, NY 11747  
Telephone 631-577-1852  
Other present address(es) N/A  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) Board Member & Vice Chair 01/2013
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_  
If Yes, provide details.

Partner of Grant Thornton LLP  
(Accounting firm)



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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
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  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.
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I, Jennifer Hoffman being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 9<sup>th</sup> day of January 2017

Mary J. Valenti  
Notary Public

MARY J. VALENTI  
Notary Public, State of New York  
No. 4883515, Suffolk County  
Commission Expires, February 9, 2019

Maryhaven Center of Hope  
Name of submitting business

Jennifer Hoffman  
Print name

[Signature]  
Signature

Board Member  
Title

1.9.17  
Date

OCT 13 2016

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name C. JUSTIN MCCARTHY  
 Date of birth 7/12/1944  
 Home address POB. 196 850 SEVEN PONDS TOWN RD  
 City/state/zip WATER MILL NY 11976  
 Business address SAME  
 City/state/zip \_\_\_\_\_  
 Telephone 631 726-1993  
 Other present address(es) N/A  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_

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

President / / Treasurer 10/01/2013  
 Chairman of Board / / Shareholder / /  
 Chief Exec. Officer / / Secretary / /  
 Chief Financial Officer / / Partner / /  
 Vice President / /

(Other) BOARD MEMBER - CONTINUING CARE DIV - CHS, INCLUDES MIDWAY HAVEN  
06/20/2013 CENTER of HOPE

3. Do you have an equity interest in the business submitting the questionnaire? YES NO / If Yes, provide details.  
 4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES NO / If Yes, provide details.  
 5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES NO / If Yes, provide details.

6. 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:
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  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
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  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
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  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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

I, C. Justin McCall, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 10 day of Oct 2017

Elizabeth S. Sanicola  
Notary Public

ELIZABETH S. SANICOLA  
Notary Public, State of New York  
No. 01SA6205508  
Qualified in Suffolk County  
Commission Expires May 11, 2017

Maryhaven Center of Hope Inc.  
Name of submitting business

C. JUSTIN MCCALL  
Print name

[Signature]  
Signature

BOARD MEMBER

Title

10, 10, 16  
Date

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 Michael C. Lambert  
Date of birth 10 / 2 / 1945  
Home address 194 Union Avenue  
City/state/zip Islip N.Y. 11751  
Business address Gilmartin, Foster & Shafto, LLP, 845 Third Avenue  
City/state/zip New York N.Y. 10022  
Telephone 631-650-4455(H); 631-766-8325(C); 212-425-3220(W)  
Other present address(es) N/A  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President   /  /   Treasurer   /  /    
Chairman of Board   /  /   Shareholder   /  /    
Chief Exec. Officer   /  /   Secretary 2 / 3 / 16  
Chief Financial Officer   /  /   Partner   /  /    
Vice President   /  /     /  /    
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES    NO   ✓   If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES    NO   ✓   If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES   ✓   NO   ;  
If Yes, provide details. See Rider



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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_\_ NO ☒ If Yes, provide details for each such instance.
8. 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO ☒ If Yes, provide details for each such conviction.

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES ☐ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ☐ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ☐ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☐ NO ☒ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ☐ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ☐ NO ☒ If Yes, provide details for each such year.

**CERTIFICATION**

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I, Michael C. Lambert, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 18<sup>th</sup> day of October 2016



Notary Public

HAROLD S. POSTER  
Notary Public, State of New York  
No. 02POS046537  
Qualified in New York County  
Commission Expires July 17, 2018

Maryhaven Center of Hope Inc.  
Name of submitting business

Michael C. Lambert  
Print name

Michael C. Lambert  
Signature

Board Secretary  
Title

10 / 18 / 2016  
Date

Rider to Question 5

- In addition to Maryhaven Center of Hope and its related entities, since February 3, 2016, I have also been Board Secretary of the following non-profit entities:

Good Shepard Hospice  
Catholic Home Care  
Our Lady of Consolation Nursing & Rehabilitative Care Center

- In 2013 and up to in or about March 2014, I was also Board Secretary of the following non-profit institutions:

Good Samaritan Hospital Medical Center, West Islip, NY  
St. Charles Hospital, Port Jefferson, NY  
St. Catherine of Siena Medical Center, Smithtown, NY  
Siena Village

## 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 Laura Pepper  
Date of birth 05/03/1965  
Home address 6 Reynolds Road  
City/state/zip Shoreham, NY 11786  
Business address 51 Terryville Road  
City/state/zip Port Jefferson Station, NY 11776  
Telephone 631 474 4120 Ext 226  
Other present address(es) N/A.  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) Vice President of Finance 2/2016

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ☒ NO \_\_\_\_;  
If Yes, provide details. See attached



**Maryhaven Center of Hope**  
Catholic Health Services  
At the heart of health

November 3, 2016

**Principal Questionnaire Form**

**Question # 5:** *Within the past 3 years, have you been a principal owner or officer of any business of not for profit organization other than the one submitting the questionnaire?*

Submitting Business is: **Maryhaven Center of Hope**

**Laura Pepper is the officer of:**

- Maryhaven Transportation
- Maryhaven School
- Riverhead Hostel Holding
- Wisdom Gardens Housing Development Fund

**Question # 6:** *Governmental Entity awarded any contracts- see attached contracts listing.*

Should you have any questions or concerns, please call me at 631.474.4120 Ext 227.

Regards,

Diane Brown  
Office Manager  
Maryhaven Center of Hope  
[Diane.Brown@chsli.org](mailto:Diane.Brown@chsli.org)  
631.474.4120 Ext 227

**Maryhaven Center of Hope 51 Terryville Road, Port Jefferson Station, New York 11776 EIN # 11-2861698**

Principal Questionnaire 11/01/2016

| Question #                                  | EIN #      | Address  | Phone #      |
|---|------------|--|--------------|
| Maryhaven School Corp                       | 11-2861690 | 450 Myrtle Avenue, Port Jefferson, NY 11777          | 631.474.3400 |
| Maryhaven Transportation Inc                | 11-3484776 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |
| Riverhead Hostel Holding Corp               | 11-2499790 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |
| Wisdom Gardens Housing and Development Corp | 11-3559713 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |

Lewis Grossman President / CEO - Officer of additional Entities besides Maryhaven Center of Hope

| Other Entities                              | Who            | Date started with Entity |
|---|----------------|--------------------------|
| Maryhaven School Corp                       | Lewis Grossman | 11/1/1987 until present  |
| Maryhaven Transportation Inc                | Lewis Grossman | 03/10/1997 until present |
| Riverhead Hostel Holding Corp               | Lewis Grossman | 11/1/1987 until present  |
| Wisdom Gardens Housing and Development Corp | Lewis Grossman | 01/23/1999 until present |
| Maryhaven Center of Hope                    | Lewis Grossman | 11/1/1987 until present  |

Laura Pepper- Vice President of Finance - Officer of additional Entities besides Maryhaven Center of Hope

| Other Entities                              | Who          | Date started with Entity |
|---|--------------|--------------------------|
| Maryhaven School Corp                       | Laura Pepper | 02/11/2016 until present |
| Maryhaven Transportation Inc                | Laura Pepper | 02/11/2016 until present |
| Riverhead Hostel Holding Corp               | Laura Pepper | 02/11/2016 until present |
| Wisdom Gardens Housing and Development Corp | Laura Pepper | 02/11/2016 until present |
| Maryhaven Center of Hope                    | Laura Pepper | 02/11/2016 until present |

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. *See attached*

**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 details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ☐ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ☐ NO ☒ If Yes, provide details for each such instance.
8. 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? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES ☐ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ☐ NO ☒ If Yes, provide details for each such conviction.



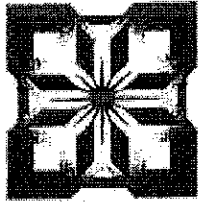
# Question #6 Principal Questionnaire form

Maryhaven Center of Hope  
51 Terryville Road  
Port Jefferson Stat., NY 11776

## Schedule of Contracts/Grants

| Funding Agency \ Disability | Contract Name \ Prog            | Contract #           | Latest Contract period  |
|-----------------------------|---------------------------------|----------------------|-------------------------|
| NYS \ OMH                   | Nassau CR Progs                 | C020161              | 01/01/2015 - 12/31/2019 |
| Nassau County \ OASAS       | Halfway Houses \ Crisis Center  | CQHS15-000-56        | 1/1/15-12/31/16         |
| Nassau County \ OMH         | Senior Network \ Drop in Center | CQHS15-000-126       | 1/1/15-12/31/16         |
| Nassau County \ OMH         | PROS Horizon                    | CQHS15-000-126       | 1/1/15-12/31/16         |
| Nassau County \ OMH         | PROS SOAR Nassau                | CQHS15-000-126       | 1/1/15-12/31/16         |
| Nassau County \ DSS         | Foster Care                     | CQSS16-000-021       | 1/1/16-12/31/16         |
| Suffolk County \ CSS        | PROS West & East                | 1-4330-4980-00-00033 | 1/1/15-12/31/17         |
| Suffolk County \ CSS        | CSS programs                    | 1-4330-4980-00-00033 | 1/1/15-12/31/17         |
| Suffolk County \ DSS        | Foster Care                     | 1-6118-4690-54-00106 | 7/1/12-6/30/17          |
| OPWDD \ UDDS                | ISS                             | C00LLI0007           | 1/1/15-12/31/15         |
| OPWDD \ UDDS                | LTSE                            | C00LLI0002           | 1/1/16-12/31/16         |
| OPWDD                       | Supported Employment            | C025055              | 7/1/15-6/30/20          |
| VESID \ ACCESS              | Core Rehab Services             | C011478              | 01/01/2014- 12/31/2018  |
| NYSACS                      | Foster Care                     | Pending              | 11/15/15-11/16/18       |
| SED                         | IDEA 611 Grant                  |                      | 7/1/15- 6/30/16         |
| NYSED                       | Excess Teacher Turnover Grant   | 0427-15-0141         | 7/1/15- 6/30/16         |
| NYSED                       | Excess Teacher Turnover Grant   | 0426-15-0141         | 7/1/15- 6/30/16         |

- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES \_\_\_ NO ☒ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES \_\_\_ NO ☒ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ☒ NO \_\_\_ If Yes; provide details for each such investigation.  
*See Attached DENY letter*
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES \_\_\_ NO ☒ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES \_\_\_ NO ☒ If Yes, provide details for each such year.



# DISABILITY RIGHTS NEW YORK

New York's Protection & Advocacy System and Client Assistance Program

February 22, 2016

Brice Beach, Esq.  
Office of the General Counsel  
Catholic Health Services of Long Island  
St. Joseph's Villa  
992 North Village Avenue  
Rockville Centre, New York 11570

*Question #10 Re  
Maryhaven Center of  
Hope.*

Dear Mr. Beach:

I write in response to your February 17, 2016 letter. Thank you for addressing Disability Rights New York's concerns. Disability Rights New York has determined that the specific allegations it received concerning Maryhaven's treatment of Christian Hoda are unsubstantiated. I have closed DRNY's investigation of these allegations. Thank you for your cooperation in this matter.

Sincerely,

Stefan Russell Short, Esq.  
Staff Attorney

725 Broadway, Suite 450  
Albany, New York 12207  
(518) 427-6561 (fax)

25 Chapel Street, Suite 1005  
Brooklyn, New York 11201  
(718) 797-1161 (fax)

44 Exchange Blvd, Suite 110  
Rochester, New York 14614  
(585) 348-9823 (fax)

mail@DRNY.org • www.DRNY.org

(800) 993-8982 (toll free) • (518) 432-7861 (voice) • (518) 512-3448 (TTY)

**CERTIFICATION**

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

I, Laura Pepper, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 2<sup>nd</sup> day of December 2016

Maureen Fresolone  
Notary Public

MAUREEN FRESOLONE  
NOTARY PUBLIC STATE OF NY  
NO. 01FR6212184  
COMMISSION EXPIRES: 10/13/17

Marybawen Center of Hope Inc.  
Name of submitting business

Laura Pepper  
Print name

Laura Pepper  
Signature

Vice President of Finance  
Title

12, 2, 2016  
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: 12/6/2016

- 1) Proposer's Legal Name: Maeyhaven Center of Hope Inc.  
2) Address of Place of Business: 51 Tereville Rd, Port Jefferson Station  
New York 11776  
List all other business addresses used within last five years:

3) Mailing Address (if different): Same as above

Phone: 631 474 4120

Does the business own or rent its facilities? Both

4) Dun and Bradstreet number: 125748582

5) Federal I.D. Number: 11-2861698

6) The proposer is a (check one): ☐ Sole Proprietorship ☐ Partnership  
☒ Corporation Other (Describe) NOT for profit 501(c)(3)

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

Yes ☒ No ☐ If Yes, please provide details: See Attached

8) Does this business control one or more other businesses? Yes ☒ No ☐ If Yes, please provide details: See Attached

**Maryhaven Center of Hope 51 Terryville Road, Port Jefferson Station, New York 11776 EIN # 11-2861698**

**Nassau County Forms**

**Question # 7**

**Shared staff: charged to other entities**

| Employee Title                            | Employee Name  | Shared Entity  | Percentage |
|---|----------------|--|------------|
| CEO                                       | Lewis Grossman | CHSU   | 10%        |
| Director of HR                            | Eva Tarantino  | Catholic Home Care\Good Shepherd Hospice                         | 25%        |
| Director of Marketing and Development     | Joseph Geraci  | Catholic Home Care\Good Shepherd Hospice\Our Lady of Consolation | 70%        |
| Coordinator of Marketing and Community Re | Pegeen Kelly   | Catholic Home Care\Good Shepherd Hospice\Our Lady of Consolation | 70%        |

| Name of Shared Entity | EIN #      | Address  |
|-----------------------|------------|--|
| CHSU                  | 11-3403618 | 992 North Village Avenue, Rockville Centre, New York 11570 |
| Good Shepherd Hos     | 11-2958438 | 110 El County Blvd., Farmingdale, New York 11735           |
| Our Lady of Consola   | 11-3284066 | 111 Beach Drive, West Islip, New York 11795                |
| Catholic Home Care    | 11-2126736 | 110 El County Blvd, Suite 114, Farmingdale, New York 11735 |

**Expenses: charged to Maryhaven**

IT, AP, Payroll, Legal and Administrative func CHS and CHSU

Based on percentage of revenue budgeted to total system

approx. 1%

**Question 8)**

| Entity                                 | EIN #      | Address  | Phone #      |
|--|------------|--|--------------|
| Maryhaven School Corp                  | 11-2861690 | 450 Myrtle Avenue, Port Jefferson, NY 11777          | 631.474.3400 |
| Maryhaven Transportation Inc           | 11-3434776 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |
| Riverhead Hostel Holding Corp          | 11-2697990 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |
| Wisdom Gardens Housing and Development | 11-3559713 | 51 Terryville Road, Port Jefferson Station, NY 11776 | 631.474.4120 |

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

**COPY**

October 26, 2016

**Nassau County – Business History Form:** Additional Information

**For Maryhaven Center of Hope, 51 Terryville Rd. Port Jefferson Station, NY 11776  
EIN # 11-2861698**

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   x   No        If Yes, provide details for each such investigation

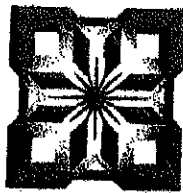
**Date Initiated:** 09/03/2015

**Date Completed:** 02/22/2016

**Summary of Investigation:** Complaints and allegations of abuse and neglect concerning a Maryhaven resident were made to Disability Rights of New York ( DRNY ), and, after investigation by DRNY, the allegations were found to be unsubstantiated.

The allegation was cleared. Please see attached letter from Disability Rights New York dated February 22, 2016.





# DISABILITY RIGHTS NEW YORK

New York's Protection & Advocacy System and Client Assistance Program

February 22, 2016

Brice Beach, Esq.  
Office of the General Counsel  
Catholic Health Services of Long Island  
St. Joseph's Villa  
992 North Village Avenue  
Rockville Centre, New York 11570

Dear Mr. Beach:

I write in response to your February 17, 2016 letter. Thank you for addressing Disability Rights New York's concerns. Disability Rights New York has determined that the specific allegations it received concerning Maryhaven's treatment of Christian Hoda are unsubstantiated. I have closed DRNY's investigation of these allegations. Thank you for your cooperation in this matter.

Sincerely,

Stefen Russell Short, Esq.  
Staff Attorney

725 Broadway, Suite 450  
Albany, New York 12207  
(518) 427-6561 (fax)

25 Chapel Street, Suite 1005  
Brooklyn, New York 11201  
(718) 797-1161 (fax)

44 Exchange Blvd, Suite 110  
Rochester, New York 14614  
(585) 348-9823 (fax)

mail@DRNY.org • www.DRNY.org

(800) 993-8982 (toll free) • (518) 432-7861 (voice) • (518) 512-3448 (TTY)

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_\_ No ☒ If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_\_ No ☒ If Yes, provide details for each such occurrence. \_\_\_\_\_

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 instance. \_\_\_\_\_

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. \_\_\_\_\_

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 Conflicts Exist

(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 Conflicts Exist

(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 Conflicts Exist

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.

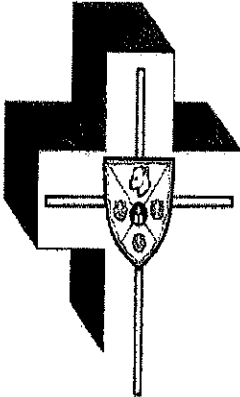
See Attached

## Question 17B

### CHS\Maryhaven Conflict of Interest Procedures

Interested Person: An interested person is (a) an officer or Director/Trustee of CHS; (b) any employee who receives an annual salary in excess of one hundred and fifty thousand dollars (\$150,000), or (c) any employee who receives an annual salary in excess of one hundred thousand dollars (\$100,000) and is in a position to influence decisions concerning the persons or entities with whom CHS engages in business relationships; or (d) a member of a standing or board-designated committee of the Board who has a non-financial interest or a direct or indirect financial interest, as defined herein; or (e) a member of the medical staff (employed or voluntary) holding a position of responsibility, such as department or section chair, member of product evaluation committee or member of pharmacy and therapeutics committee; or (f) principal investigator and any other person who is responsible for the design, conduct, or reporting of research; or (g) any employee who works in the following departments: (i) Supply Chain, (ii) Internal Audit & Compliance; (iii) Care Management/Social Work or (iv) Information Technology.

Question 17B

|   |  |  |
|---|--|--|
|  | <b>CATHOLIC HEALTH SERVICES</b><br>Rockville Centre, New York                              | Effective Date:<br>June 7, 2016                              |
|   |  | Review Date:   |
|   | <b>ADMINISTRATIVE</b><br><b>POLICY &amp; PROCEDURE MANUAL</b>                              | Supersedes<br>Issue of: March 28, 2005<br>September 21, 2009 |
|   |  |  |
|   | <u>Subject:</u> CHS Conflict of Interest Policy  |  |
|   | <u>Distribution:</u> Board of Directors, Board of Trustees, Interested Persons             |  |
|   | <u>Responsible Department:</u> CHS and Entity Boards, Administration, Legal and Compliance |  |

**I. Introduction and General Policy Statement:**

Catholic Health Services of Long Island and its System Affiliates (collectively, CHS) are committed to pursuing their charitable missions and conducting business in a responsible and ethical manner. Many individuals serve CHS in a variety of capacities that involve making or influencing significant decisions. Some of these individuals may have or develop a personal interest which may create a conflict with the interests of CHS or which could be perceived as creating such a conflict.

Conflicts may arise when an individual is in a position to influence a CHS transaction or decision and such transaction or decision could result in an impermissible benefit to the individual or the individual's family member. A conflict could also occur if the interest or activities of an individual (or the individual's family member) are competitive with or otherwise adverse to those of CHS.

Whether perceived or actual, such potential conflicts can best be addressed and resolved through full disclosure and review by appropriate individuals, together with a process for the approval of business decisions and transactions by non-interested decision makers.

The purpose of this CHS Conflict of Interest Policy (the Policy) is to protect the interest of CHS when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an interested person of CHS (as defined herein) or might result in the violation of Federal or state laws or regulations (for example, an excess benefit transaction or violations of the Stark law or anti-kickback statute). This Policy is intended to supplement but not replace any applicable Federal and state laws governing conflict of interests applicable to not-for-profit organizations.

A financial interest is not necessarily a conflict of interest. As described in Section III-2, an interested person who has a financial interest may have a conflict of interest only if the appropriate body decides that a conflict of interest exists based upon the procedure and criteria contained in this policy.

A financial interest may result from regularly conducting business with CHS or from contacts, engagements and relationships that do not occur regularly but may arise from time to time. Absent the presence of unusual or compelling circumstances, as determined in the sound discretion of the Board, interested persons should not be permitted to regularly conduct business with CHS. Regularly conducting business refers to an ongoing relationship pursuant to which goods or services are regularly provided in exchange for consideration, including but not limited to legal services, insurance brokerage, investment advisory, sale or lease of goods and supplies, and similar business relationships, provided that regularly conducting business shall not include the following: (1) services rendered to patients by independent physicians or other healthcare providers who are exercising professional privileges; (2) payments for the services of an independent physician that are \$25,000 or less annually and are paid directly to the physician; and (3) payments for the services of an independent physician that are \$50,000 or less annually and are paid to the physician's group practice.

## **II. Definitions:**

**Arms Length:** A transaction between parties having adverse (or opposing) interests, where none of the participants are in a position to exercise substantial influence over the transaction because of business or family relationship(s) with more than one of the parties.

**Compensation:** Compensation includes all remuneration in any form, whether direct or indirect, overt or covert, in cash or kind. For example, compensation includes salary or wages; deferred compensation; retirement benefits, whether in the form of a qualified or non-qualified employee plan (for example: pensions or annuities); severance payments, fringe benefits (for example: personal vehicle, meals, lodging personal and family educational benefits, low interest loans, payment of personal travel, entertainment, or other expenses, athletic or country club membership, and personal use of property); bonuses, loan payments, the forgiveness of a debt, a decision by the Board not to sue an individual or entity, and gifts, favors, and other intangible benefits that are substantial in nature.

**Compensation Arrangement:** Compensation arrangement means any contract, agreement or understanding involving compensation, regardless of the form of the contract, agreement or understanding. For example, compensation arrangement includes loans, contracts for the purchase or lease of goods or real property, and agreements to provide services as an employee or on an independent-contractor basis.

**Family Member:** Includes an individual's spouse, significant other or partner, parents, ancestors, children, grandchildren, great grandchildren, siblings (whether by whole or half blood), and the spouses of children, grandchildren, great grandchildren, and siblings, as well as the individual's close personal friends. A person's immediate family includes his or her spouse, significant other or partner, parents, siblings, children (including grandchildren of his or her parents or spouse), or in-laws of any of them.

**Financial Interest:** A person has a financial interest if the person has, directly or indirectly, through business, investment, a family member, or close personal friend --

- a) an ownership or investment interest in (i) any entity with which CHS has a transaction or arrangement, (ii) any entity with which CHS is competing for a transaction or arrangement, or (iii) any entity that will receive a benefit or be adversely affected by the transaction or arrangement contemplated by CHS; or
- b) a compensation arrangement with (i) CHS, (ii) any entity or individual with which CHS has a transaction or arrangement; (iii) any entity or individual with which CHS is competing for a transaction or arrangement, or (iv) any entity or individual that will receive a benefit or be adversely affected by the transaction or arrangement contemplated by CHS; or
- c) a potential ownership or investment interest in, or compensation arrangement with (i) any entity or individual with which CHS is negotiating a transaction or arrangement, (ii) any entity or individual with which CHS is competing for a transaction or arrangement, or (iii) any entity or individual that will receive a benefit or be adversely affected by the transaction or arrangement contemplated by CHS. A person has a potential ownership/investment interest or compensation arrangement if the person is actively investigating or negotiating the acquisition of the interest or such compensation arrangement, or is legally required to do so.

**Interested Person:** An interested person is (a) an officer or Director/Trustee of CHS; (b) any employee who receives an annual salary in excess of one hundred and fifty thousand dollars (\$150,000), or (c) any employee who receives an annual salary in excess of one hundred thousand dollars (\$100,000) and is in a position to influence decisions concerning the persons or entities with whom CHS engages in business relationships; or (d) a member of a standing or board-designated committee of the Board who has a non-financial interest or a direct or indirect financial interest, as defined herein; or (e) a member of the medical staff (employed or voluntary) holding a position of responsibility, such as department or section chair, member of product evaluation committee or member of pharmacy and therapeutics committee; or (f) principal investigator and any other person who is responsible for the design, conduct, or reporting of research; or (g) any employee who works in the following departments: (i) Supply Chain, (ii) Internal Audit & Compliance; (iii) Care Management/Social Work or (iv) Information Technology.

**Non-financial Interest:** A person (or a family member) has a non-financial interest in any entity of which the person is (a) a member of a not-for-profit corporation, (b) an officer or director of the board or corporation, or (c) a member of a standing or board-designated committee of the board of such entity.

**Ownership or Investment Interest:** Any beneficial interest in an entity, whether through debt, equity, or otherwise, is an ownership or investment interest. Such interest includes, but is not limited to, stock ownership (either voting power or value) of a corporation, profits or capital interests in a partnership or limited liability company, membership interest in a not-for-profit organization, or beneficial interest in a trust, as well as loans, bonds or other financial instruments that are secured by an entity's property or revenue. Ownership includes indirect ownership (e.g. ownership in an entity that has ownership in the entity in question), and there may be ownership through multiple tiers of entities. Notwithstanding the foregoing, ownership of the following shall not be considered to be an ownership or

investment interest for the purposes of this conflict of interest policy:

- a) Ownership of investment securities (including shares or bonds, debentures, notes, or other debt instruments) which were purchased on terms generally available to the public and which are –
  - i. securities listed for trading on the New York Stock Exchange, the American Stock Exchange, or any regional exchange in which quotations are published on a daily basis, or foreign securities listed on a recognized foreign, national, or regional exchange in which quotations are published on a daily basis, or
  - ii. traded under an automated inter-dealer quotation system operated by the National Association of Securities Dealers, and
  - iii. in a corporation that had, at the end of the corporation's most recent fiscal year, or on average during the previous three fiscal years, total assets exceeding \$75,000,000.

Ownership of shares in a regulated investment company as defined in Section 851(a) of Title 26 of the United States Code, if such company had, at the end of the company's most recent fiscal year, or on average during the previous three fiscal years, total assets exceeding \$75,000,000.

*System Affiliate:* The term System Affiliate includes Good Samaritan Hospital Medical Center, Mercy Medical Center, St. Catherine of Siena Medical Center, St. Charles Hospital, St. Francis Hospital, , St. Joseph Hospital, Good Samaritan Nursing Home, Our Lady of Consolation Nursing & Rehabilitative Care Center, St. Catherine of Siena Nursing Home, Maryhaven Center of Hope, Catholic Home Care, Good Shepherd Hospice, Beacon Health Partners and CHS Services, Inc., as well as any related organization that is included in the consolidated financial statements of the entities listed herein.

*Transaction or Arrangement:* Any action by CHS which may produce a commercial or personal benefit to an individual or to a limited number of individuals (as opposed to the public at large) is a transaction or arrangement. For example, "transaction or arrangement" includes loans, licenses, contracts for the purchase or lease of goods or real property, agreements to provide services as an employee or on an independent-contractor basis (whether initiated during the current year or ongoing from a prior year), decisions to sue or to forbear from bringing suit, and joint ventures, whether new or ongoing, in which either the profits or capital interest of CHS and the individual each exceeds then percent (10%).

### **III. Procedures:**

#### **I. Duty to Disclose:**

Individuals to whom this Policy applies shall provide annual disclosure of their outside financial, non-financial and professional interests on the Annual Statement of Disclosure form as described in Section VI – *Annual Statements of Disclosure and Supplementation of Information*. Such individuals have a continuing obligation to update the information provided during the course of the year as soon as they become aware that a Conflict of

Interest situation exists. Updates shall be provided directly to the Entity Compliance Officer.

In addition, in connection with any actual or potential conflict of interest that may arise with respect to a proposed transaction or arrangement (whether or not such conflict has been disclosed on the Annual Statement of Disclosure), an interested person who is an officer or director/trustee of CHS or a member of a standing or board-designated committee of the board, or a member of senior management, must disclose the existence and nature of any financial or non-financial interest to the Chairman of the Board of Directors/Trustees, or Chairman of the Committees with governing board delegated powers, the President/Chief Executive Officer, CHS General Counsel and/or CHS Compliance Officer that is considering the proposed transaction or arrangement.

Also in connection with any actual or potential conflict of interest that may arise during the course of the year, an interested person who is an employee or a physician must disclose the existence and nature of any financial or non-financial interest to the Entity Compliance Officer, who shall consult with the CHS Compliance Officer and/or CHS General Counsel to determine if the proposed transaction or arrangement is appropriate or requires further review by the Board.

If the interested person fails to make disclosure of the pertinent facts, such disclosure must be made by any other Director/Trustee or member of management having knowledge of the facts.

2. *Determining Whether a Conflict of Interest Exists:*

After disclosure of the interest and all material facts, and after any discussion with the interested person, the interested person, if a Board member, Committee member or member of senior management, shall leave the Board or Committee meeting while the interest is discussed and voted upon and while the Board or Committee considers the fairness and merits of the proposal and the availability of alternatives, as provided under paragraph 3 below. The remaining Board or Committee members shall decide if a conflict exists based on the criteria contained in this policy and consider the fairness and merits of the proposal and the availability of alternatives, and whether CHS can obtain a more advantageous arrangement that does not involve a conflict of interest. However, a Committee's initial determination as to whether a conflict of interest exists shall be subject to further review by the Board. The Board shall determine whether a conflict of interest exists based on the criteria contained in this policy. If the Board or Committee determines that no conflict exists, the matter shall be referred for review by the CHS Compliance and Audit Committee before the determination becomes final.

For disclosures received from interested persons who are not Board or Committee members or members of senior management, the Entity Compliance Officer shall consult with the CHS Compliance Officer and/or CHS General Counsel to determine if a conflict exists and if the proposed transaction or arrangement is appropriate or requires further review by the Board.



3. Procedures for Addressing the Conflict of Interest:

It is not unlawful for CHS to enter into a transaction in which a conflict of interest exists, as defined above. However, such transactions are subject to the following rules if they are being considered by the Board or a Committee:

- a. An interested person may share with the Board or Committee information about or their view of, the transaction, but he or she shall leave the meeting and not be present during any discussions of, and the vote on, the transaction with results in the conflict of interest.
- b. The Chairperson of the Board or Committee, if appropriate, shall appoint a disinterested person or Committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board or Committee shall determine whether CHS can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, and if the Board or Committee determines that the proposal made by the interested person is the equivalent of a transaction that would not give rise to a conflict, the Board or Committee shall determine by a majority vote of the disinterested directors/trustee whether the transaction or arrangement is in the best interest of CHS and for its own benefit and whether the transaction is fair and reasonable to CHS.
- e. If a majority of the Board or Committee agrees that the transaction or arrangement is in the best interest of CHS and wishes to go forth with it, the Chair of the Board shall provide a written request to the Chair of the CHS Compliance and Audit Committee, delineating the transaction and conflict and providing reasons why the Board agrees that the transaction or arrangement is in the best interest of CHS and wishes to go forth with it.
- f. Upon receipt of the written request and any supporting documents, the CHS Compliance and Audit Committee shall make the final decision as to whether CHS shall enter into the transaction or arrangement.
- g. The scope of the interested person's participation in the decision-making process where an actual or potential conflict of interest exists is as follows:
  - i. Deliberations: The interested person may not participate in the deliberations nor use personal influence in the matter.
  - ii. Quorum: The interested person may not be counted in determining the presence of a quorum at a meeting of the Board or of a Committee which authorizes the transaction or arrangement.

- iii. **Voting:** The interested person's vote may not be counted in determining whether to enter into the transaction or arrangement.

4. **Violations of the Conflict of Interest Policy:**

If the Board or Committee has reasonable cause to believe that a Board or Committee member or a member of senior management has failed to disclose an actual or potential conflict of interest, it shall inform the individual of the basis for such belief and afford the individual an opportunity to explain the alleged failure to disclose. If, after hearing the response of the individual and making such further investigation as may be warranted in the circumstances, the Board or Committee determines that the individual has in fact failed to disclose an actual or potential conflict of interest, it shall take appropriate disciplinary and corrective action.

If a Board or Committee member has not made a full disclosure to the Board, or if the vote of the Board or Committee member was needed to authorize the transaction, the transaction shall be voidable at the option of CHS. This means that CHS has the right, in its sole discretion, to set aside and rescind the transaction if it wishes, but may also insist upon the enforcement of the transaction.

If there is reasonable cause to believe that an interested person other than a Board or Committee member or a member of senior management has failed to disclose an actual or potential conflict of interest, the interested person shall be informed of the basis for such belief and afforded an opportunity to explain the alleged failure to disclose. If, after hearing the response of the interested person and making such further investigation as may be warranted in the circumstances, the President/Chief Executive Officer determines that the interested person has in fact failed to disclose an actual or potential conflict of interest, he/she shall take appropriate disciplinary and corrective action.

Violation of this Policy by an interested person is grounds for disciplinary action, up to and including termination.

5. **Confidentiality:**

Each interested person shall exercise care not to disclose confidential information acquired in connection with such status or information the disclosure of which might be adverse to the interests of CHS. Furthermore, an interested person shall not disclose or use information relating to the business of CHS for the personal profit or advantage of the interested person or a family member.

IV. **Records of Proceedings:**

The minutes of the Board and all Committees of the Board with board delegated powers shall contain –

1. The names of the persons who disclosed or otherwise were found to have a financial or non-financial interest in connection with an actual or potential conflict of interest, the nature of the interest, any action taken to determine whether a conflict of interest was

present, and the Board or Committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.
3. A notation that the persons who disclosed or otherwise were found to have a financial or non-financial interest in connection with an actual or potential conflict of interest were not present for such discussions and votes.
4. A record of proposed determinations reviewed by the CHS Compliance and Audit Committee as provided under Section III – 2 above shall be maintained in the minutes of the Committee.

**V. Compensation Committees:**

A voting member of the Board or any Board Committee having responsibilities which include compensation matters and who receives compensation, directly or indirectly, from CHS for services is precluded from voting on matters pertaining to that member's compensation and is prohibited from providing information to any committee regarding compensation.

Although a physician who has a direct or indirect financial interest in CHS or receives compensation, directly or indirectly, from CHS, whether as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensations matters, the physician is not precluded from providing information to any committee regarding physician compensation.

**VI. Annual Statements of Disclosure and Supplementation of Information:**

The Entity Compliance Officer shall, on an annual basis, determine the individuals who are considered to be interested persons, as defined within this Policy, and request and obtain an Annual Statement of Disclosure (attached to this Policy as Attachment 1) from each interested person. Interested persons shall complete and return the Annual Statement of Disclosure promptly, and no later than thirty days, after receiving the disclosure form. In addition, interested persons shall immediately update their Statement of Disclosure at any time during the year that the information requested on the Statement changes. Updates shall be provided directly to the Entity Compliance Officer.

Moreover, the Entity Compliance Officer shall develop a mechanism to determine the existence of interested persons new to their entity throughout the year (i.e. newly hired or promoted employees, new board and/or committee members, etc.). An Annual Statement of Disclosure shall be requested and obtained from newly identified interested persons throughout the year.

The Annual Statement of Disclosure shall include a statement which affirms that such interested person --

1. has received a copy of the Conflict of Interest Policy;
2. has read and understands this Policy;
3. agrees to comply with this Policy;
4. understands that the Policy applies to all Committees and Subcommittees having Board-delegated powers;
5. understands that CHS and its System Affiliates are a charitable organization (except any for-profit System Affiliates) and, in order to maintain its Federal tax exemption, CHS must engage primarily in activities which accomplish one or more of its tax-exempt purposes;
6. has disclosed all actual or potential conflicts of interest as part of the Annual Statement of Disclosure; and
7. agrees to immediately disclose and supplement the Annual Statement of Disclosure with information concerning any actual or potential conflicts of interest that arise after the filing of the Annual Statement of Disclosure.

A Summary of Disclosures shall be generated by each Entity Compliance Officer and provided to the respective Entity Compliance and Audit Committee and CHS Compliance Officer for review. In addition, all disclosures shall be investigated and information related to the disclosure shall be gathered and summarized and attached to the Summary of Disclosures. Disclosures obtained from newly identified interested persons throughout the year shall be reported to the respective Entity Compliance and Audit Committee and CHS Compliance Officer on a quarterly basis via the Compliance Officer's Report. Original Statements of Disclosures shall be maintained by the Entity Compliance Officer.

Upon review of the Summary of Disclosures, the Entity Compliance and Audit Committee shall report its findings to the Board Chair for review in consultation with legal counsel. A factual report of such review shall be sent to the Board for a determination of whether a conflict of interest exists as provided in Section III-2 above. In the discretion of the chair, a summary of some or all of the disclosures may be referred to the Board's Governance Committee for review and recommendation prior to being presented to the Board.

#### ***VII. Periodic Reviews:***

Periodic reviews shall be conducted to ensure that CHS operates in a manner consistent with its charitable purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from Federal income tax. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based upon competent survey information, and are the result of arm's-length bargaining.
2. Whether partnerships, joint ventures, reorganizations of component corporations, including plans of merger, consolidation, dissolution, and the development or dissolution of any subsidiary organizations, arrangements with management organizations conform to CHS' written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further the charitable purposes of CHS and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

3. Whether any sale, acquisition, lease, transfer, mortgage, pledge or other alienation of real or personal property of component corporations which requires the approval of CHS furthers the purposes of CHS and does not result in inurement or impermissible private benefit.

***VIII. Use of Outside Experts:***

In conducting the periodic reviews provided for in Section VII, CHS may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring that periodic reviews are conducted.

.....  
Conflict of Interest Policy - Final 20160607

Revised:

March 28, 2005  
September 21, 2009  
June 7, 2016

See  
Attached

- 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.

Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable);
- v) The number of employees in the firm;
- vi) Annual revenue of firm;
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business.

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

- 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 Office of Alcoholism - Substance Abuse Service

Contact Person Dora R. Rivera, Addictions Program Specialist

Address Pilgrim Psychiatric Center, Bldg # 1

City/State 998 Crooked Hill Rd. West Escentwood, NY 11719-1050

Telephone 631. 434. 7236

Fax # \_\_\_\_\_

E-Mail Address Dora.Rivera@DASAS.state.ny.us



## **Maryhaven Center of Hope**

**Catholic Health Services**

At the heart of health

November 11, 2016

### **Business History Form**

#### **Maryhaven Center of Hope**

51 Terryville Road, Port Jefferson Station, N.Y. 11776 631. 474.4120 Tax ID # 11-2861698

#### **Section A:**

- Date of Formation 10/28/1987
- No person has financial interest in the company due to our 501©(3) Status.
- Officers:
  - Lewis Grossman, President / CEO, 24 Fox Ridge, Roslyn, NY 11576
  - Laura Pepper, VP of Finance, 6 Reynolds Rd., Shoreham, NY 11786
  - See attached list of Board of Directors
- State of Incorporation is New York
- Number of Employees Approx. 1,600
- Annual Revenue is \$ 84 Million
- Summary of Relevant Accomplishments
  - The 853 ( Children's Residential/dorm) Program was surveyed by OPWDD in March 2015 and there were no program citations.
  - CARF Certified

#### **Section B:**

- We have been in business for 85 years.

#### **Section C**

- Maryhaven has been providing these services to Nassau County for the last 6 years.

Company Office of Alcoholism & Substance Abuse Services  
Contact Person Antoinette Whyte-Etere, Director OASAS Field Office  
Address Pilgrim Psychiatric Center, Bldg # 1  
998 Crooked Hill Rd  
City/State West Brentwood, NY 11717-1087  
Telephone 631 434 7270  
Fax # \_\_\_\_\_  
E-Mail Address Antoinette.whyte-etera@oasas.state.ny.us

---

Company Office of Mental Health  
Contact Person Martha Carlin, PhD, Director OMH Field Office  
Address Pilgrim Psychiatric Center, Bldg # 45  
998 Crooked Hill Rd  
City/State West Brentwood, NY 11717-1087  
Telephone 631 761 2508  
Fax # \_\_\_\_\_  
E-Mail Address Martha.Carlin@omh.state.ny.us



Maryhaven Center of Hope  
Board of Trustees Contact Information  
2016

✓ Thomas E. Christman  
100 Bacon Road  
Old Westbury, NY 11568  
Home: 516-997-9645  
Fax: 516-876-9220  
Cell: 516-236-2183  
[ichristm@optonline.net](mailto:ichristm@optonline.net)

*Chairperson*

710 Beach Club Way  
North Palm Beach, FL 33408

Dr. Donato Balsamo  
197 Broadway  
Amityville, NY 11701  
Cell: 631-774-4939  
[docbalsamo@aol.com](mailto:docbalsamo@aol.com)

Home Address:  
32 Harbour Drive  
Blue Point, NY 11715

Douglas Celliberti  
4050 Sunrise Highway, POB 38  
Oakdale, NY 11769  
Home: 516-783-3794  
Work: 631-218-1165  
[Djanc90@gmail.com](mailto:Djanc90@gmail.com)

Home Address:  
2898 Kent Road East  
Wantagh, NY 11793

Peter Dagher  
1254 Moore's Hill Road  
Laurel Hollow, NY 11791  
Home: 516-367-1120  
Cell: 516-353-6494  
[Pdgd54@gmail.com](mailto:Pdgd54@gmail.com)

S. Audrey Harsen  
Belmont Lake State Park  
PO Box 247  
Babylon, NY 11702  
Home: 631-321-6701 422-3234  
Work: 631-842-7691 (Tues, Wed & Thurs)  
[audhar@optonline.net](mailto:audhar@optonline.net)

Home Address: \*\*\* For large packages  
Gabrini Residence  
149 Schlegel Blvd.  
Amityville, NY 11701

✓ Jennifer Hoffman *Vice Chairperson*  
Grant Thornton, LLP  
445 Broad Hollow Road, Suite 300  
Melville, NY 11747  
Home: 631-244-4667  
Work: 631-577-1852  
Cell: 631-252-0521  
[jennifer.hoffman@us.gt.com](mailto:jennifer.hoffman@us.gt.com)

Home Address:  
138 Widgeon Court  
Great River, NY 11739

Brian P Kerley, Esq.  
2174 Jackson Avenue  
Seaford, NY 11783  
Home 516-781-8947  
Work 516-409-6200  
[bpkerley@aol.com](mailto:bpkerley@aol.com)

Home Address:  
1233 Taft Avenue  
Merrick, NY 11566

✓ Michael Lambert  
845 Third Avenue, 18<sup>th</sup> Floor  
New York, NY 10022  
Home: 631-650-4455  
Work: 212-425-3220  
[mclambert@lawpost-nyc.com](mailto:mclambert@lawpost-nyc.com)

Home Address:  
194 Union Avenue  
Islip, NY 11751

C. Justin McCarthy *Treasurer*  
1597 Earl Road  
Wantagh, NY 11793  
Home: 631-726-1993  
Work: 516-679-4686  
Cell: 516-413-8503  
[justinrcv@optonline.net](mailto:justinrcv@optonline.net)

John O'Brien  
40 East 81<sup>st</sup> Street  
New York, NY 10028-0202  
Home: 212-861-1748  
Work: 212-935-8313  
Cell: 917-913-2392  
[obmuni@gmail.com](mailto:obmuni@gmail.com)

Rev. Stephen Pietrowski  
Cell: 516-458-8484  
Work: 631-273-8113, 219  
88 Second Avenue,  
Brentwood, NY 11717-5326  
[spietrowski@drvc.org](mailto:spietrowski@drvc.org)  
[pastor@stannebrentwood.org](mailto:pastor@stannebrentwood.org)

Calvin Sullivan  
180 Woodsome Road  
Babylon, NY 11702  
Home: 631-539-4102  
Cell: 516-983-2276  
[csullivan@cmfgroup.com](mailto:csullivan@cmfgroup.com)

Diane Sweeney  
147 Constantine Way  
Mount Sinai, NY 11766  
Home 631-366-1540  
[Dsweeney127@gmail.com](mailto:Dsweeney127@gmail.com)

Peter Wright  
AXA Advisors  
1000 Woodbury Road, Suite 300  
Woodbury, NY 11797  
Cell: 631-553-5352  
Work: 631-385-5294  
[peter.wright@axa-advisors.com](mailto:peter.wright@axa-advisors.com)

Home Address:  
PO Box 186  
850 Seven Ponds Town Road  
Water Mill, NY 11976

Home Address:  
734 Hilkop Court  
Coram, NY 11727-3642

**CERTIFICATION**

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

I, Lewis Grossman, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 6<sup>th</sup> day of December 2016

Maureen Fresolone  
Notary Public

MAUREEN FRESOLONE  
NOTARY PUBLIC STATE OF NY  
NO. 01FR6212184  
COMMISSION EXPIRES: 10/13/17

Name of submitting business: Maryhaven Center of Hope Inc

By: Lewis Grossman  
Print Name

[Signature]  
Signature

President / CEO  
Title

12 / 6 / 2016  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Maryhaven Center of Hope Inc.

Address: 51 Terrynille Road

City, State and Zip Code: Port Jefferson Station, NY 11776

2. Entity's Vendor Identification Number: 1000011947

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Not for Profit Other (specify)

501(c)(3)

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):

✓ Lewis Grossman President / CEO

✓ Laura Pepper Vice President of Finance

List of Board of Directors Attached

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.

NONE

**Maryhaven Center of Hope**  
**Board of Trustees Contact Information**  
**2017**

✓ Thomas E. Christman  
100 Bacon Road  
Old Westbury, NY 11568  
Home: 516-997-9645  
Fax: 516-876-9220  
Cell: 516-236-2183  
[tchristm@optonline.net](mailto:tchristm@optonline.net)

**Chairman  
of the Board**

710 Beach Club Way  
North Palm Beach, FL 33408

Dr. Donato Balsamo  
197 Broadway  
Amityville, NY 11701  
Cell: 631-774-4939  
[docbalsamo@aol.com](mailto:docbalsamo@aol.com)

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32 Harbour Drive  
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PO Box 247  
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[audhar@optonline.net](mailto:audhar@optonline.net)

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Amityville, NY 11701

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Grant Thornton, LLP  
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Melville, NY 11747  
Home: 631-244-4667  
Work: 631-577-1852  
Cell: 631-252-0521  
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[bperley@aol.com](mailto:bperley@aol.com)

Home Address:  
1233 Taft Avenue  
Merrick, NY 11566

✓ Michael Lambert **Secretary**  
845 Third Avenue, 18<sup>th</sup> Floor  
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Work: 212-425-3220  
[mclambert@lawpost-nyc.com](mailto:mclambert@lawpost-nyc.com)

Home Address:  
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Islip, NY 11751

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[pastor@stannebrentwood.org](mailto:pastor@stannebrentwood.org)

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Babylon, NY 11702  
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Diane Sweeney  
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Mount Sinai, NY 11766  
Home 631-366-1540  
[Dsweeney127@gmail.com](mailto:Dsweeney127@gmail.com)

Peter Wright  
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Woodbury, NY 11797  
Cell: 631-553-5352  
Work: 631-385-5294  
[peter.wright@axa-advisors.com](mailto:peter.wright@axa-advisors.com)

Home Address:  
PO Box 186  
850 Seven Ponds Town Road  
Water Mill, NY 11976

Home Address:  
734 Hilltop Court  
Coram, NY 11727-3642

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.

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

No Lobbyists have been used

"NONE"

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

NONE

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

NONE

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

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

Dated: 2/1/2017

Signed:

Print Name: Lewis Grossman

Title: President / CEO



## AMENDMENT NO. 1

THIS AMENDMENT, dated as of \_\_\_\_\_, 2016 (together with the schedules, appendices, attachments and exhibits, if any, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of the District Attorney, having its principal office at 262 Old Country Road, Mineola, NY 11501 (the "Department"), and (ii) Maryhaven Center of Hope, a New York State not for profit corporation, having its principal office at 150 Buffalo Avenue, Freeport, NY 11520 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQDA15000016 between the County and the Contractor, executed on behalf of the County on February 1, 2016 (the "Original Agreement"), the Contractor provides medically monitored 24/7 withdrawal services and crisis residential services to individuals recovering from substance abuse and previous overdoses, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from October 1, 2015 to September 30, 2016, with four (4) one (1) year options to renew under the same terms and conditions, and subject to early termination as provided for under the Original Agreement (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Four Hundred Seventy-One Thousand and Five Hundred and Twenty Dollars (\$471,520.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the four (4) renewal options to renew the Original Term.

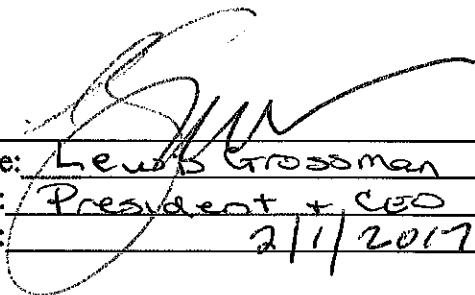
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

**1. Renewal of Term.** The Original Agreement shall be renewed and thereby extended by one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be September 30, 2017, subject to early termination as provided for under this Amended Agreement.

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

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

MARYHAVEN CENTER OF HOPE

By:   
Name: Lewis Grossman  
Title: President + CEO  
Date: 2/1/2017

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive  
☐ Deputy County Executive  
Date: \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

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

On the 1st day of February in the year 2017 before me personally came  
Lewy Grossman 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  
Pres + CEO of Maryhaven Center of Hope Inc. the corporation described herein  
and which executed the above instrument; and that he or she signed his or her name thereto by  
authority of the board of directors of said corporation.

NOTARY PUBLIC

*Mary J. Valenti*

MARY J. VALENTI  
Notary Public, State of New York  
No. 4883515, Suffolk County  
Commission Expires, February 9, 20 19

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

On the \_\_\_\_ day of \_\_\_\_\_ in the year 2017 before me personally came  
\_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of \_\_\_\_\_; that he or she is the County  
Executive/ 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

Contract ID#: CODA15000016



Department: District Attorney

**Contract Details**SERVICE: Crisis Residential Treatment/  
Substance Abuse Services**RUSH!**

NIFS ID #: CODA15000016 NIFS Entry Date: 10/06/2015 Term: 10/01/2015 - 09/30/2016

|  |
|--|
| New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> |
| Amendment <input type="checkbox"/>                                       |
| Time Extension <input type="checkbox"/>                                  |
| Addl. Funds <input type="checkbox"/>                                     |
| Blanket Resolution <input type="checkbox"/>                              |
| RES#   |

|  |   |
|--|---|
| 1) Mandated Program:                             | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 2) Comptroller Approval Form Attached:           | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3) CSEA Agreement § 32 Compliance Attached:      | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 5) Insurance Required                            | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

**Agency Information**

| Vendor  |   |
|---|---|
| Name<br><b>Maryhaven Center of Hope</b>                     | Vendor ID#<br><b>11-2861698</b>   |
| Address<br><b>150 Buffalo Avenue<br/>Freeport, NY 11520</b> | Contact Person<br><b>James Morse<br/>Executive Director</b><br>Phone<br><b>(516) 546-7070</b> |

| County Department   |
|---|
| Department Contact<br><b>Robert McManus<br/>Nassau County<br/>District Attorney's Office</b>  |
| Address<br><b>262 Old Country Road<br/>Mineola NY 11501</b><br>Phone<br><b>(516) 571-3354</b> |

**Routing Slip**

| DATE Rec'd | DEPARTMENT          | Internal Verification   | DATE               | SIGNATURE                            | Leg. Approval Required  |
|------------|---------------------|---|--------------------|--------------------------------------|---|
|            | Department          | NIFS Entry (Dept)<br>NIFS Appvl (Dept. Head)<br>Contractor Registered <input checked="" type="checkbox"/> | 10/6/15<br>10/6/15 | <i>Vicki Cord</i><br><i>J. Morse</i> |   |
|            | OMB                 | NIFS Approval<br>(Contractor Registered)  | 10/7/15            | <i>William Cote</i>                  | Yes <input type="checkbox"/> No <input type="checkbox"/><br>Not required if<br>blanket resolution |
| 10/8/15    | County Attorney     | CA RE & Insurance<br>Verification   | 10/8/15            | <i>A. Amato</i>                      |   |
|            | County Attorney     | CA Approval as to form  | 10/9/2015          | <i>S. J. Se</i>                      | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                               |
|            | Legislative Affairs | Fw'd Original Contract to<br>CA   | 10/13/15           | <i>Concetta A. Petrucci</i>          |   |
|            | County Attorney     | NIFS Approval   | 10/12/16           | <i>S. J. Se</i>                      |   |
|            | Comptroller         | NIFS Approval   | 10/15/16           | <i>S. J. Se</i>                      |   |
| 10/17/16   | County Executive    | Notarization<br>Filed with Clerk of the Leg.  | 10/21/16           | <i>[Signature]</i>                   |   |



## Contract Summary

|   |
|---|
| <b>Description:</b> This is a renewable one year agreement for chemical dependence withdrawal and stabilization services for individuals who have survived heroin overdoses.  |
| <b>Purpose:</b> This funding will enable the contractor to provide 24/7 services with the addition of psychiatric and medical services to facilitate immediate treatment and services for individuals who have survived overdoses.  |
| <b>Method of Procurement:</b> The New York State Office of Alcoholism and Substance Abuse Services have certified the contractor as the only existing facility in Nassau County providing crisis residential services and chemical dependence withdrawal and stabilization services for heroin addicts or users who have overdosed. |
| <b>Procurement History:</b> This is a new initiative of Acting District Attorney Madeline Singas. There is no procurement history other than that stated above.   |
| <b>Description of General Provisions:</b> This is a renewable one year agreement from October 1, 2015 to September 30, 2016 in the amount of \$584,727.   |
| <b>Impact on Funding / Price Analysis:</b> None, project is fully financed with forfeiture funds.   |
| <b>Change in Contract from Prior Procurement:</b> n/a   |
| <b>Recommendation:</b> Approve as submitted.  |

## Advisement Information

| BUDGET CODES |       |
|--------------|-------|
| Fund:        | GRT   |
| Control:     | DA 89 |
| Resp:        | 1B    |
| Object:      | DE    |
| Transaction: | CQ    |

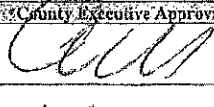
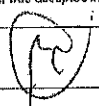
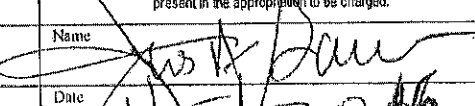
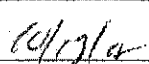
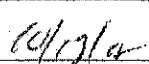
| RENEWAL    |  |
|------------|--|
| % Increase |  |
| % Decrease |  |

| FUNDING SOURCE                            | AMOUNT              |
|---|---------------------|
| Revenue Contract <input type="checkbox"/> | XXXXXX              |
| County                                    | \$                  |
| Federal                                   | \$                  |
| State                                     | \$584,727.00        |
| Capital                                   | \$                  |
| Other                                     | \$                  |
| <b>TOTAL</b>                              | <b>\$584,727.00</b> |

| LINE         | INDEX/OBJECT CODE  | AMOUNT              |
|--------------|--------------------|---------------------|
| 1            | DAGRT891BOTH/DE500 | \$584,727.00        |
| 2            |                    | \$                  |
| 3            |                    | \$                  |
| 4            |                    | \$                  |
| 5            |                    | \$                  |
| 6            |                    | \$                  |
| <b>TOTAL</b> |                    | <b>\$584,727.00</b> |

Document Prepared By: R. McManus

Date: 10/06/15

| NIFS Certification  |  | Comptroller Certification   | County Executive Approval   |
|---|--|---|---|
| I certify that this document was accepted into NIFS.                                      |  | I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name:  |
| Name:  | Name:  | Date:                              | Date:  |
| Date: 1/22/16   | Date: 1/15/2016  | E #:  | (For Office Use Only)   |

E- 210-15

RULES RESOLUTION NO. 32<sup>nd</sup> 2015

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 12/21/15  
VOTING:  
ayes 6 nays 0 abstained 0 recused 0  
Legislators present: 6

WHEREAS, the County has negotiated a personal services agreement  
with Maryhaven Center of Hope to provide chemical dependence  
withdrawal and stabilization services for individuals who have survived  
heroin overdoses, 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 agreement  
with Maryhaven Center of Hope.

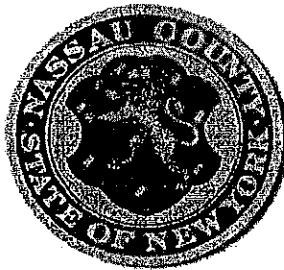
RULES RESOLUTION NO. – 2015

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

WHEREAS, the County has negotiated a personal services agreement  
with Maryhaven Center of Hope to provide chemical dependence  
withdrawal and stabilization services for individuals who have survived  
heroin overdoses, 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 agreement  
with Maryhaven Center of Hope.

Howard S. Weitzman  
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: Maryhaven Center of Hope

CONTRACTOR ADDRESS: 150 Buffalo Ave.  
Freeport, NY 11520

FEDERAL TAX ID #: 11-2861698

**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 \_\_\_\_\_ [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [#] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.



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

This is a renewal of a contract that was awarded the county by the state and federal government to enhance and expand the work done in the schools under the first contract. See Staff Summary.

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

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

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

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

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

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

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

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

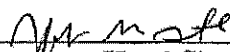
**VI. X This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services with 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.

***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

10/06/15  
Date

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

*Compt. form Pers./Prof. Services Contracts: Rev. 02/04*



MADELINE SINGAS  
ACTING  
DISTRICT ATTORNEY

OFFICE OF  
THE DISTRICT ATTORNEY  
NASSAU COUNTY

To: Office of the Comptroller  
Office of Management and Budget

From: Jeffrey M. Stein  
Chief Administrative Officer

Date: 10/06/15

Re: Sole Source Justification – Maryhaven Center of Hope

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On September 16, 2015, Acting Nassau County District Attorney Madeline Singas announced her office's commitment of criminal asset forfeiture funding to close a deadly treatment gap for heroin addicts, as part of her three-pronged strategy against the local effects of a public health crisis that's affecting every part of the country including Long Island. Right now, heroin users in New York State who overdose are revived and released back into the community in a matter of hours with recommendations to obtain treatment since heroin and opiate withdrawal is not considered medically "life-threatening." Processing the paperwork and getting into appropriate treatment can then take weeks. This "treatment gap" leaves many patients on their own during the most violent, painful and difficult throes of withdrawal, often leading to repeat use that can continue uninterrupted until death. This cycle can also lead to the crimes often associated with heroin abuse, like robbery and burglary. Acting DA Singas' new initiative closes the treatment gap in Nassau County by providing the funding that will allow the Maryhaven Center of Hope treatment facility in Freeport – the only medically monitored drug crisis center in Nassau County – to meet overdose patients in emergency rooms or other agencies at any time of the day or night and transport them to Maryhaven to be stabilized through their withdrawal and receive counseling until long-term treatment can begin. There is no cost to the patient.

Maryhaven Center of Hope, which has offered crisis residential services for men and women facing addiction for the past 30 years, is certified and funded by the New York State Office for Alcoholism and Substance Abuse Services (NYS OASAS). The program offers a safe, sober, and supportive environment where a person begins the recovery process. NYS OASAS has verified that Maryhaven is the only existing facility in Nassau County providing crisis residential services and chemical dependence withdrawal and stabilization services for heroin addicts who have overdosed. As a result, no other vendors were asked to submit proposals.

## CONTRACT FOR SERVICES

THIS AGREEMENT, dated and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("Agreement"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the District Attorney's Office having its principal office at 262 Old Country Road, Mineola, New York 11501 (the "Department") and (ii) Maryhaven Center of Hope, a New York State not-for-profit corporation, having its principal office at 150 Buffalo Avenue, Freeport, New York 11520 (the "Contractor").

### W I T N E S S E T H:

WHEREAS, the Department is authorized to utilize civil forfeiture funds pursuant to N.Y. Civil Practice Law, Article 13A, Section 1349; and

WHEREAS, the Department is authorized to receive and expend grants for these purposes;

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

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

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

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 October 1, 2015 and terminate on September 30, 2016, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year terms.

2: **Services.** The Contractor operates a 30 bed New York State Office of Alcoholism and Substance Abuse Services licensed medically monitored withdrawal service which provides crisis residential services. The program offers a safe, sober, and supportive environment for individuals recovering from substance abuse. Counseling is provided as well as insurance/Medicaid admission assistance into the next phase of treatment. Currently, staffing limitations and regulations only allow admission to the facility Monday to Friday from 8 AM to 11 PM and Saturday and Sunday from 8 AM to 4 PM. The Department desires to assist the Contractor in attaining the goal of providing 24/7 services with the addition of psychiatric and medical services to enable the Contractor to immediately start treating heroin addicts who survive overdoses.

3: Payment. (a) Amount of Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all services provided under this Agreement shall not exceed Five Hundred Eighty-Four Thousand Seven Hundred Twenty-Seven and 00/100 Dollars (\$584,727.00) (the "Maximum Amount"), payable as follows: (i) One Hundred Thousand Dollars (\$100,000.00) of the Maximum Amount shall be paid in advance for the expenses described in the attached Appendix A within a reasonable time after the execution of this Agreement and subject to the voucher requirements; and (ii) subsequent payment shall be payable in arrears on a reimbursement basis according to the budget attached hereto as "Appendix A". The Department shall have no liability or responsibility for any costs of the Program beyond the budgeted amount.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, except as otherwise provided in Section 3(a)(i) above, and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) 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.

(d) 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.

(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.

(f) 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 government 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.

(g) Reallocation Among Line Items. The Contractor may reallocate monies within the budget, provided however, that the Contractor shall not reallocate more than ten percent (10%) of the amount allocated to any line item to another line item nor add or subtract a line item, without the prior written consent of the Department, Clause 10 notwithstanding.

(h) Reconciliation; No Rollover of Funds; Reimbursement Upon Termination. On or before the last day of the first (1st) month following the end of each Agreement year and the termination or expiration of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Unless authorized by the Department, funds for one Agreement year shall not be applied to or utilized for a different Agreement year.

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

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(d) Protection of Client Information. The Contractor acknowledges and agrees that all information that the Contractor acquires in connection with performance under this Agreement is strictly confidential, shall be held in the strictest confidence and shall be used solely for the purpose of performing services for or on behalf of the County. Such confidential information shall not be disclosed to third parties except (i) as permitted under this Agreement, or (ii) with the written consent of the County (and then only to the extent of the consent) or (iii) upon legal compulsion. The provisions of this section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.

7. 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.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether 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.

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

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

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

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

10. **Assignment; Amendment; Waiver; Subcontracting.** This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be



null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

**11. 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, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

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

13. **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.

14. **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.

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

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

17. **All Legal Provisions Deemed Included; Severability; Supremacy.** (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (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) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

19. **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.

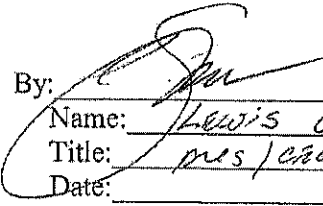
20. **Executory Clause.** Notwithstanding any other provision of this Agreement:

(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 and other governmental 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.

MARYHAVEN CENTER OF HOPE

By:   
Name: Lewis Grossman  
Title: pres / CEO  
Date: 9/21/2015

NASSAU COUNTY

By:   
Name: Charles Raband  
Title: County Executive  
☒ Deputy County Executive  
Date: 2/1/16

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

Suffolk (m)

On the 21<sup>st</sup> day of September in the year 2015 before me personally came Lewis Grossman 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 CEO & Pres of Maryhaven Center of Hope, 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

*Mary J. Valenti*  
MARY J. VALENTI  
Notary Public, State of New York  
No. 4883515, Suffolk County  
Commission Expires, February 9, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1<sup>st</sup> day of February 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 the 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

*Cornetta A. Petrucci*  
CORNETTA A. PETRUCCI  
Notary Public, State of New York  
No. 0152013028  
Qualified in Nassau County  
Commission Expires April 02, 2016

**APPENDIX A**  
**BUDGET**

**Personnel \***

| <u>Title</u>                     | <u>Hours Per Week</u> | <u>Hourly Rate</u> | <u>Annual Amount</u> |
|----------------------------------|-----------------------|--------------------|----------------------|
| Registered Nurse                 | 37.5                  | \$35.00            | \$68,250.00          |
| Registered Nurse                 | 15.0                  | \$35.00            | \$27,300.00          |
| Registered Nurse                 | 15.0                  | \$35.00            | \$27,300.00          |
| Licensed Certified Social Worker | 37.5                  | \$29.00            | \$56,550.00          |
| Nurse Practitioner (Medical)     | 22.5                  | \$80.00            | \$93,600.00          |
| Nurse Practitioner (Psychiatric) | 22.5                  | \$80.00            | <u>\$93,600.00</u>   |
| <b>Sub-Total</b>                 |                       |                    | <b>\$366,600.00</b>  |

**Fringe Benefits**

|            |                     |
|------------|---------------------|
| Rate (45%) | <b>\$164,970.00</b> |
|------------|---------------------|

**Administrative Overhead**

|            |                    |
|------------|--------------------|
| Rate (10%) | <b>\$53,157.00</b> |
|------------|--------------------|

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|                     |                     |
|---------------------|---------------------|
| <b>TOTAL BUDGET</b> | <b>\$584,727.00</b> |
|---------------------|---------------------|

\* Reimbursement for salary for positions indicated will include reimbursement for any leave taken at the percentage of participation in the program UPTO the maximum salary stated in the contract budget. Fringe reimbursement does not include reimbursement of leave time taken.

## **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. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- j. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

[Remainder of Page Intentionally Left Blank.]

**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:

Lewis Grossman (Name)  
51 Terryville Rd, Pt. Jefferson Station, NY 11776 (Address)  
631.474.4120 Ext 204 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

3. In the past five years, Contractor \_\_\_\_\_ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

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

proceeding, action, or investigation has been commenced, describe below:

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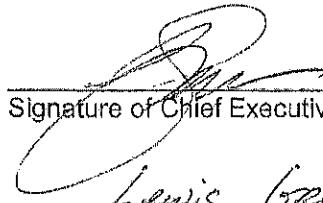
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

Dated

9/21/2015

Signature of Chief Executive Officer

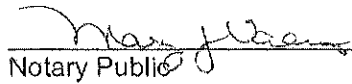


Name of Chief Executive Officer

Lewis Grossman

Sworn to before me this

21st day of September, 2015.

  
Notary Public

MARY J. VALENTI  
Notary Public, State of New York  
No. 4883515, Suffolk County  
Commission Expires, February 9, 20 17

COUNTY OF NASSAU

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

1. Name of the Entity: Maryhew Center of Hope  
Address: 51 Teeriville Rd  
City, State and Zip Code: Port Jefferson Station, NY 11776
2. Entity's Vendor Identification Number: 11-2861698
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp Not For Prof Other (specify)

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

Louis Grossman - President / CEO  
Kevin Estrada - V.P. of Finance  
List of Board of Directors Attached

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.

See Attached.

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.

CHS is the sole member of Mangham Center of Hope and is also the sole member of all of the closely allied entities on the attached list.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 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):

N/A

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

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

Dated:

9/21/2015

Signed:

Print Name: Lewis Grossman

Title: President / CEO



Page 4 of 4:

**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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 Contact Information  
2015

|  |                    |  |
|--|--------------------|--|
| Thomas E. Christman<br>100 Bacon Road<br>Old Westbury, NY 11568<br>Home: 516-997-9645<br>Fax: 516-876-9220<br>Cell: 516-236-2183<br><a href="mailto:tchristm@optonline.net">tchristm@optonline.net</a> | <i>Chairperson</i> | 710 Beach Club Way<br>North Palm Beach, FL 33408 |
|--|--------------------|--|

|  |   |
|--|---|
| Dr. Donato Balsamo<br>197 Broadway<br>Amityville, NY 11701<br>Cell: 631-774-4939<br><a href="mailto:docbalsamo@aol.com">docbalsamo@aol.com</a> | Home Address:<br>32 Harbour Drive<br>Blue Point, NY 11715 |
|--|---|

|  |   |
|--|---|
| Douglas Celiberti<br>4050 Sunrise Highway, POB 38<br>Oakdale, NY 11769<br>Home: 516-783-3794<br>Work: 631-218-1165<br><a href="mailto:Djanc20@gmail.com">Djanc20@gmail.com</a> | Home Address:<br>2898 Kent Road East<br>Wantagh, NY 11793 |
|--|---|

Peter Dagher  
1254 Moore's Hill Road  
Laurel Hollow, NY 11791  
Home: 516-367-1120  
Cell: 516-353-6494  
[Pdgd54@gmail.com](mailto:Pdgd54@gmail.com)

|  |          |   |
|--|----------|---|
| S. Audrey Harsen<br>Belmont Lake State Park<br>PO Box 247<br>Babylon, NY 11702<br>Home: 631-321-6701<br>Work: 631-842-7691 (Tues, Wed & Thurs)<br><a href="mailto:audhar@optonline.net">audhar@optonline.net</a> | 422-3234 | Home Address: *** For large packages<br>Gabrini Residence<br>149 Schlegel Blvd.<br>Amityville, NY 11701 |
|--|----------|---|

|   |                         |   |
|---|-------------------------|---|
| Jennifer Hoffman<br>Grant Thornton, LLP<br>445 Broad Hollow Road, Suite 300<br>Melville, NY 11747<br>Home: 631-244-4667<br>Work: 631-577-1852<br>Cell: 631-252-0521<br><a href="mailto:Jennifer.hoffman@us.gt.com">Jennifer.hoffman@us.gt.com</a> | <i>Vice Chairperson</i> | Home Address:<br>138 Widgeon Court<br>Great River, NY 11739 |
|---|-------------------------|---|

|  |  |
|--|--|
| Brian P Kerley, Esq.<br>2174 Jackson Avenue<br>Seaford, NY 11783<br>Home 516-781-8947<br>Work 516-409-6200<br><a href="mailto:bpkerley@aol.com">bpkerley@aol.com</a> | Home Address:<br>1233 Taft Avenue<br>Merrick, NY 11566 |
|--|--|

|   |  |
|---|--|
| Michael Lambert<br>845 Third Avenue, 18 <sup>th</sup> Floor<br>New York, NY 10022<br>Home: 631-650-4455<br>Work: 212-425-3220<br><a href="mailto:mlambert@lawpost-nyc.com">mlambert@lawpost-nyc.com</a> | Home Address:<br>194 Union Avenue<br>Islip, NY 11751 |
|---|--|

C. Justin McCarthy *Treasurer*  
1597 Earl Road  
Wantagh, NY 11793  
Home: 531-726-1993  
Work: 516-679-4686  
Cell: 516-413-8503  
[justinrvc@optonline.net](mailto:justinrvc@optonline.net)

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Work: 212-935-8313  
Cell: 917-913-2392  
[obmuni@gmail.com](mailto:obmuni@gmail.com)

Rev. Stephen Pietrowski  
Cell: 516-458-8484  
Work: 631-273-8113, 219  
88 Second Avenue,  
Brentwood, NY 11717-5326  
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[pastor@stunnebrentwood.org](mailto:pastor@stunnebrentwood.org)

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Home: 631-539-4102  
Cell: 516-983-2276  
[csullivan@cmfgroup.com](mailto:csullivan@cmfgroup.com)

Diane Sweeney  
147 Constantine Way  
Mount Sinai, NY 11766  
Home 631-366-1540  
[Dsweeney127@gmail.com](mailto:Dsweeney127@gmail.com)

S. Dolores Wisniewski, CLJ, *Secretary*  
984 North Village Avenue  
Rockville Centre, NY 11570  
Home 516-823-3800  
Cell: 516-660-2760  
[Dolores.wisniewski@nursingsistersclj.org](mailto:Dolores.wisniewski@nursingsistersclj.org)

Peter Wright  
AXA Advisors  
1000 Woodbury Road, Suite 300  
Woodbury, NY 11797  
Cell: 631-553-5352  
Work: 631-385-5294  
[peter.wright@axa-advisors.com](mailto:peter.wright@axa-advisors.com)

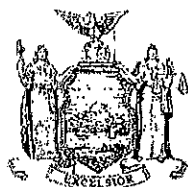
Home Address:  
PO Box 186  
850 Seven Ponds Town Road  
Water Mill, NY 11976

Home Address:  
734 Hilltop Court  
Coram, NY 11727-3642

## MARYHAVEN CENTER OF HOPE

| Name of Closely Allied Entities  | STREET ADDRESS           | CITY, STATE        |
|----------------------------------|--------------------------|--------------------|
| CHS Services                     | 1000 N VILLAGE AVE       | ROCKVILLE CTR, NY  |
| CHSLI (Sole Member/Parent)       | 1000 N VILLAGE AVE       | ROCKVILLE CTR, NY  |
| ST CHARLES HOSPITAL & REHAB      | 200 BELLE TERRE RD       | PORT JEFFERSON, NY |
| ST CHARLES HOSPITAL              | 200 BELLE TERRE RD       | PORT JEFFERSON, NY |
| GOOD SAMARITAN HEALTHCARE SYSTEM | 1000 MONTAUK HWY         | WEST ISLIP, NY     |
| MERCY MEDICAL SERVICES           | 1000 N VILLAGE AVE       | ROCKVILLE CTR, NY  |
| ST CATHERINE SIENA HOSPITAL      | 50 RTE 25A               | SMITHTOWN, NY      |
| ST FRANCIS HOSPITAL              | 100 PORT WASHINGTON BLVD | ROSLYN, NY         |
| GOOD SHEPHERD HOSPICE            | 246 OLD COUNTRY RD       | MELVILLE, NY       |
| ST JOSEPH HOSPITAL               | 4295 HEMPSTEAD TPKE      | BETHPAGE, NY       |
| OUR LADY OF CONSOLATION          | 11 BEACH DR              | WEST ISLIP, NY     |

THOMAS P. DINAPOLI  
STATE COMPTROLLER



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December 4, 2015

Carnell T. Foskey  
Nassau County Attorney  
One West Street  
Mineola, NY 11501-4820

Dear Mr. Foskey:

Thank you for your letter dated November 19, 2015, to Comptroller DiNapoli requesting an advisory opinion on the use of certain asset forfeiture moneys by Nassau County under CPLR 1349. Specifically, you ask whether “under CPLR 1349 (2)(h) or CPLR 1349 (3) the Office of the District Attorney may use the state forfeited funds for the purpose of funding a personal service agreement with a facility that will provide chemical dependence withdrawal and stabilization services for individuals who have survived heroin overdoses.” In addition to your letter, Comptroller DiNapoli has received a letter dated November 23, 2015, from Acting District Attorney and District Attorney-Elect Madeline Singas, setting forth her opinion that the use of asset forfeiture funds is appropriate. Citing her prosecutorial discretion, Ms. Singas states, “[w]hile addicts could be subjected to arrest, the ends of justice may be better served through diversion to treatment alternatives.” Comptroller DiNapoli has asked that I respond to your letter.

CPLR 1349 (2) (h) (ii) is the operative provision in this instance and prescribes the permitted uses of forfeiture moneys by a District Attorney. Such moneys may be used for “the prosecution of penal law offenses.” There is no statutory definition of the quoted phrase and no regulatory guidance. Further, although guidance exists from the federal government concerning federal forfeiture laws, the standard provided under New York Law – that the use be for the “prosecution of penal law offenses” – does not appear in the federal guidelines. Instead, the federal guidelines use broader terminology coupled with regulatory guidance from the Departments of Justice and Treasury.

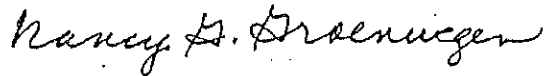
In a prior advisory opinion, we expressed the view that forfeiture moneys may not be used to fund youth programs, such as the D.A.R.E. Program (1995 Ops St Comp No. 95-8, at 15). The facts presented here are distinguishable from those at issue in that opinion. Unlike the youth program discussed in our earlier opinion, it is our understanding that the proposed program would divert individuals for treatment who, under the facts, could otherwise be adjudicated through the criminal justice system. Indeed, as the District Attorney-elect notes, “narcotics addiction . . . is inherently criminal: addicts finance narcotics traffickers via illegal sales, possess illegal substances, and ingest illegal substances.” The diversion of drug offenders to treatment programs in

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lieu of criminal adjudication has been recognized since at least 2009 when Criminal Procedure Law Article 216 was enacted, creating judicial diversion programs for such offenders. In the instant circumstances, even though the heroin overdose survivors who will receive chemical dependence withdrawal and stabilization services may not have been arrested or prosecuted as drug offenders, they could have been. As such, it is not unreasonable for the District Attorney-elect to conclude that using forfeiture moneys to provide these services to such individuals is a permitted use.

Please note this opinion is advisory only and is limited to the facts presented.

Very truly yours,

A handwritten signature in cursive script, reading "Nancy G. Groenwegen".

Nancy G. Groenwegen  
Counsel to the Comptroller

cc: Madeline Singas, Acting District Attorney and District Attorney-Elect