E-175-17

Contract ID:CQHS17000136 Department: Human Services

Capital:

SERVICE: OMH PROS

NIFS ID #:CQHS17000136 NIFS Entry Date: 24-JUL-17 Term: from 01-JAN-17 to 31-DEC-17

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

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

Vendor Info:	
Name: **PSCH, Inc.**	Vendor ID#: **11-2542430**
Address: 142-02 20th Avenue Flushing, NY 11354	Contact Person: Mr. Alan Weinstock
	Phone: 718-559-0516

Department:
Contact Name: Geri Appel
Address: 60 Charles Lindbergh Blvd., Uniondale, NY 11553
Phone: 516-227-7088

Routing Slip

Department	**NIFS Entry: X**	**26-JUL-17 -- GAPPEL**
Department	**NIFS Approval: X**	**26-JUL-17 -- BHALL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**26-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**26-JUL-17 -- MKAKOL**
County Atty.	**Insurance Verification: X**	**26-JUL-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**26-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**02-AUG-17 -- CRIBANDO**
Leg. Affairs	**Approval/Review: X**	**28-JUL-17 -- FBECKER**

2017 AUG -8 P 2:35
NASSAU COUNTY
CLERK OF THE LEGISLATURE
RECEIVED

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

Method of Procurement: Service delivery is awarded in accordance with the Department's state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law.

Procurement History: Provider is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act. The Department is required to adhere to the State aid authorization provided by OMH.

Description of General Provisions: This contract provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health, mental retardation, and program services to the developmentally disabled

Impact on Funding / Price Analysis: This is a New York State funded program.

Change in Contract from Prior Procurement: None

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GRT
Control:	**9A**
Resp:	**9AX2**
Object:	**DE511**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 0.00
Federal	$ 0.00
State	$ 163,064.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 163,064.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	BHGRT9AX2FED/X 7/DE511	$ 163,064.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 163,064.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: PSCH, Inc.

2. Dollar amount requiring NIFA approval: $163064

Amount to be encumbered: $163064

This is a New

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 2017
Has work or services on this contract commenced? Y ____

If yes, please explain: CONTINUATION OF 2016 MENTAL HEALTH SERVICES

4. Funding Source:

General Fund (GEN)
Capital Improvement Fund (CAP)
Other

X Grant Fund (GRT)

Federal % 0
State % 100
County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 26-JUL-17

Authenticated User ***Date***

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

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

Authenticated User ***Date***

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

NIFA Contract Approval Request Form MUST be filled out in its entirety before being su bmitted 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 A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND PSCH, INC.

WHEREAS, the County has negotiated a personal services agreement with PSCH, Inc. to assist individuals with Psychiatric Disabilities achieve life role goals in significant areas such as work, education, housing and socialization in a comprehensive, recovery based program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with PSCH, Inc.

CQHS17000136

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: PSCH Inc.

CONTRACTOR ADDRESS: 142-02 20th Avenue, Flushing, NY 11354

FEDERAL TAX ID #: 11-2542430

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on May 19, 2016. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department Head Signature

Date 7/12/17

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

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NONE

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.

Vendor:

Dated: 3/7/17

Signed:

Print Name: Alan M. Weinstock

Title: 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 ALAN WEINSTOCK

   Date of birth 05 / 07 / 50

   Home address 12 BLACK GUMTREE LANE

   City/state/zip KINGS PARK, NY 11754

   Business address 142-02 20TH AVENUE 3RD FL

   City/state/zip FLUSHING NY 11351

   Telephone (718) 559-0516

   Other present address(es) NONE

   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 01 / 15 / 08 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ ____ ___/___/___

   (Other) EXECUTIVE VICE PRESIDENT 01/31/05

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; 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 X
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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. 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 X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or 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 X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed 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 X 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 X 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, Alan Weinstock, 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 7th day of March 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

PSCH Inc.
Name of submitting business

Alan M. Weinstock
Print name

Signature

CEO
Title

3 / 7 / 17
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 SHERRY TUCKER

   Date of birth 07 / 05 / 64

   Home address 5328 TWIN CREEKS DRIVE

   City/state/zip VALRICO, FL 33596

   Business address 142-02 20TH AVENUE 3RD FL

   City/state/zip FLUSHING NY 11351

   Telephone (718) 559-0516

   Other present address(es) NONE

   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 01 / 01 / 17 Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer 04 / 03 / 15 Partner ___/___/___

   Vice President ___/___/___ ____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO ___; If Yes, provide details.

   PRESIDENT OF GIVING HOPE THROUGH FAITH FOUNDATION

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 X
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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. 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 X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or 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 X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed 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 X 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 X 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, Sherry Tucker, 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 7th day of March 2017

Jennifer Wortmann

Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

PSCH Inc.

Name of submitting business

Sherry Tucker

Print name

Sherry Tucker

Signature

CFO / PRESIDENT

Title

3/7/17

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 SHAVONE HAMILTON

   Date of birth 02 / 22 / 74

   Home address 64-34 102ND STREET

   City/state/zip REGO PARK, NY 11374

   Business address 142-02 20TH AVENUE 3RD FL

   City/state/zip FLUSHING NY 11351

   Telephone (718) 559-0516

   Other present address(es) NONE

   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) CHIEF OPERATING OFFICER 07/01/2015

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; 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 X
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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. 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 X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or 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 X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed 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 X 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 X 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, Shavone Hamilton, 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 8th day of March 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

PSCH. Inc.
Name of submitting business

Shavone Hamilton
Print name

Signature

Chief Operating Officer
Title

3 / 8 / 17
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 Jeffrey Finkle
   Date of birth 10/21/58
   Home address 44A Murray Ave
   City/state/zip Port Washington NY 11050
   Business address 885 Third Ave 20th Floor
   City/state/zip New York, NY 10022
   Telephone 917 740-7474
   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 ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ _____ ___/___/___
   (Other) Board Chairman

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; 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 X
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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings 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 X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. 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 X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or 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 X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed 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 X 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 X 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, Jeffrey Finkle, 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 11th day of May 2017

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified In Suffolk County
My Commission Expires October 21, 2017

Jennifer Wortmann
Notary Public

PSCH Inc.
Name of submitting business

Jeffrey Finkle
Print name

Signature

Board Chairman
Title

5 / 11 / 17
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 MARYA PIOTROWSKI

   Date of birth 10/17/56

   Home address 15 BRIDLEY St

   City/state/zip West Islip NY 11795

   Business address 152-35 10th Ave

   City/state/zip Whitestone NY 11357

   Telephone 718-767-1234

   Other present address(es) _____

   City/state/zip _____

   Telephone 631-586-8459

   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 Chairman

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ___ NO X If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO X If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO X; 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 X
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 X If Yes, provide details for each such instance.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES ____ NO X If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES ___ NO X If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES ____ NO X If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings 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.) No.

   a) Is there any felony charge pending against you? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES ___ NO X If Yes, provide details for each such conviction.

e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES ___ NO X If Yes, provide details for each such conviction.

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO X If Yes, provide details for each such occurrence.

9. 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 X If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or 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 X If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed 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 X 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 X 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, MARYA PIOTROWSKI, 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 18th day of May 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

WellLife Network
Name of submitting business

MARYA PIOTROWSKI
Print name

Marya Piotrowski
Signature

Vice Chairman
Title

5 / 18 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name BRIAN K. REGAN
   Date of birth 06 / 29 / 55
   Home address 17 HILLSIDE AVE
   City/state/zip PORT WASHINGTON, NY 11050
   Business address WELL LIFE NETWORK 142-02 20th AVE 3RD Floor
   City/state/zip FLUSHING, NY 11351
   Telephone 718-559-0516
   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 09 / 13 / 2014
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Board member, 2009 to present, TREASURER 9/13/14 - PRESENT

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

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.

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

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, BRIAN K. REGAN, 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 31st day of May 2017

Mae Lighty

Notary Public

MAE LIGHTY
Notary Public, State of New York
No. 01-LI6064631
Qualified in Kings County
Certificate Filed in New York County
Commission Expires March 2, 2018

WELLIFE NETWORK

Name of submitting business

BRIAN K. REGAN

Print name

Signature

Board member

Title

05 / 31 / 17

Date

PQ # 5

Brian K. Regan, Charitable Activity, May 31, 2017

BrightFocus Foundation, (formerly known as American Health Assistance Foundation), Board of Trustees, 1999 – Present, National charity funding research in age-related degenerative disease, including Alzheimer's disease, Macular Degeneration and Glaucoma

American Cell Therapy Research Foundation/ Stem Cell Research Foundation, President, 2002- 2007
National charity funding basic science research in cell therapy research

Alzheimer Forschung Initiative e.V., Member, Membership Assembly, 2001 – 2015, Board Member, 2015-present
Foundation based in Germany with the mission of funding research on Alzheimer's disease

WellLife Network, (formerly known as PSCH, Inc), 2009 – Present, Charity based in New York, which supports programs in mental health and developmental disabilities.

NewYork-Presbyterian/Brooklyn Methodist Hospital, Board of Trustees, 2016 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

NewYork-Presbyterian/Lawrence Hospital, Board of Trustees, 2015 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

NewYork-Presbyterian/Hudson Valley, Board of Trustees, 2015 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

NewYork-Presbyterian/Queens, Board of Trustees, 2015 – Present, Not-for-profit Hospital, Board Member and Chair of the Board Quality Committee

Gracie Square Hospital, Board of Trustees, 2015 – Present, Hospital Board and Chair of the Board Quality Committee

Rogosin Institute, Board of Trustees, 2016, Board of Trustees, Not-for-profit provider of care and center for research, outreach and education for kidney and other chronic diseases

P.Q. #6

Appel, Geryl (HHSNASSAUCOUNTYNY)

From: Maldonado, Cleyvis <Cleyvis.Maldonado@welllifenetwork.org>
Sent: Thursday, July 20, 2017 2:56 PM
To: Appel, Geryl (HHSNASSAUCOUNTYNY)
Subject: Nassau Principal Questionnaire Form-Regan Q#6

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Geryl,
Please see our response regarding question # 6 on the principal questionnaire for Brian Regan.

6. Has any governmental entity awarded any contracts to a b
Section 5 in the past 3 years while you were a principal ov
If Yes, provide details.

From: Wortmann, Jennifer
Sent: Thursday, July 20, 2017 2:26 PM
To: Maldonado, Cleyvis
Subject: FW: Nassau Principal Questionnaire Form-Regan

Please see Brian's detail below...

From: Brian K. Regan [mailto:bkr9001@nyp.org]
Sent: Thursday, July 20, 2017 2:25 PM
To: Mae Lighty <mwl9003@nyp.org>
Cc: Wortmann, Jennifer <Jennifer.Wortmann@welllifenetwork.org>
Subject: Re: Nassau Principal Questionnaire Form-Regan

All healthcare providing organizations are CMS certified and receive federal, state and local funding, including Medicare, Medicaid for patient care and health- related initiatives.

Sent from my iPhone

On Jul 20, 2017, at 1:32 PM, Mae Lighty <mwl9003@nyp.org> wrote:

> Please note that Jen has contacted me about the attached. Since you answered yes to #6 – more detail is required.
>
> Thanks.
>
> Best,
>
> **Mae Lighty**
> Executive Assistant to Brian Regan, PhD
> Vice President, Quality and Patient Safety
>
> **T 212.746.3993**

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: 03/06/2017

1) Proposer's Legal Name: PSCH, INC

2) Address of Place of Business: 142-02 20TH AVENUE 3RD FL FLUSHING NY 11351

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : (718) 559-0516

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 057 000994

5) Federal I.D. Number: 11-2542430

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ✓ Corporation ___ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ___ No ✓ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes __ No ✓ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. ATTACHED LIST

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 ATTACHMENT

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 ✓

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. SEE ATTACHED

Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

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

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

NO CONFLICT EXISTS

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

NO CONFLICT

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

NO CONFLICT

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.

COMPLETION OF CONFLICT OF INTEREST FORM
SEE ATTACHED Policy

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.

SEE ATTACHED

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 NYS Office of Mental Health

Contact Person Lee VanApeldorn

Address 44 Holland Avenue, 7th Floor

City/State Albany, NY

Telephone (518) 473-9593

Fax # _____

E-Mail Address Lee.vanapeldorn@omh.ny.gov

Company NYS OPWDD DIVISION OF ENTERPRISE SOLUTIONS

Contact Person DENISE ALTON - DIRECTOR OF CONTRACT MANAGEMENT

Address 25 BEAVER STREET, 3RD FLOOR ROOM 3115

City/State NEW YORK NY 10004

Telephone (646) 766-3295

Fax #

E-Mail Address denise.alton@opwdd.ny.gov

Company NYS DOH & MH

Contact Person ROCCO D' ANGELO - DIRECTOR OF FINANCE DIVISION OF MH

Address 42-09 28th STREET 17TH FLOOR CN#11

City/State LONG ISLAND CITY NY 11101

Telephone (347) 396-7027

Fax #

E-Mail Address rdangelo@health.nyc.gov

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, Alan Weinstock, 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 7th day of March 2017

Jennifer Wortmann
Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

Name of submitting business: PSCH Inc.

By: Alan M. Weinstock
Print Name

Signature

CEO
Title

3 / 7 / 17
Date

#9

PSCH, INC
142-02 20th Avenue, 3rd Floor
Flushing, NY 11351

1	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH Clean Corp. 11-3002344 PROVIDE JANITORAL AND GROUNDSKEEPING SERVICES WHOLLY OWNED SUBSIDIARY OF PSCH, INC
2	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH– NEW JERSEY, INC 13-4011049 RESIDENTIAL SERVICES FOR ADULTS WITH DEVELOPMENTAL DISABILITIES WHOLLY OWNED BY PSCH, INC
3	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	ASTROCARE, INC 11-3635418 COUMMUNITY CLINICS WHOLLY OWNED BY PSCH, INC
4	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	GLENDALE PHARMACY, INC 32-0258343 PHARMACY STORE WHOLLY OWNED BY PSCH, INC
5	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PARTNERS FOR ORGANIZATIONAL EXCELLENCE, INC. 27-4285327 CONSULTING WHOLLY OWNED BY PSCH, INC
6	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH 78TH ST. OZONE PARK HOUSING DEVELOPMENT FUND CORP. 04-3618973 COUMMUNITY RESIDENCE WHOLLY OWNED BY PSCH, INC

Business History Form #13

An audit of expenses reimbursed to PSCH by OMH as shown on the CFR for 2012-2013 was conducted by the Office of the State Comptroller. The audit revealed that certain expenses were not allowable. As a result, PSCH has modified its 2012-2013 CFR accordingly, re-trained its finance staff on CFR reporting, including the proper costs to be recognized, determining which expenses are reasonable and necessary and how to properly account for all expenses, and finally, PSCH will reimburse the recoverable expense when OMH has completed its reconciliation of the 2012-2013 CFR.

In 2011, OMIG conducted a review of PSCH OPWDD Day Treatment records for the period January 1, 2006 through December 31, 2009. It was found out of 100 records, 8 had some form of deficiency that resulted in a finding that PSCH was overpaid $185,642. PSCH has repaid the overpayment. Since that time all Day Treatment Programs have converted to Day Habilitation Programs. PSCH has implemented new processes, software and internal audit procedures to prevent the issues from recurring.

16

Please provide a list of all fines/penalties over the last 5 years exceeding $1,000.
Include the date, explanation of the issue, government entity involved, corrective action taken, and how it was resolved or what the status to date is.

	Location	Date of Invoice	Fine/Penalty	Description	Government Entity Involved	Status of Violations	Violation #	Corrective Action Taken
1	Station Road	6/6/2013	$ 1,513.32	Station Road Fire System Violation	Environmental Control Board	PAID IN FULL	011271074Y	Corrections made as per the N.Y.C Fire Department
2	Lazar	7/2/2013	$ 1,200.00	Occupancy contrary to that allowed by the D.O.B. records	Environmental Control Board	PAID IN FULL	34953505J	Working with the architect to amend the Certificate of Occupancy
3	Island House	2/18/2014	$ 1,500.00	Six Island House Violations	Nassau County District Court	Payment sent 4/3/2014	2013NA026427	Corrections made based on Nassau County fire marshal
4		4/11/2014	$ 7,000.00	Failure to complete CAT1 on unit	NYC Dept. of Buildings	1st payment sent 4/14/2014, voided. Re-sent 4/29/2014	4P5872	CAT1 testing was completed as per regulations set by the D.O.B.

WellLife Network

BOARD

Jeffrey E. Finkle
Chairperson

Marya Piotrowski
Vice Chairperson

Brian K. Regan, PhD
Treasurer

Marc Aronstein
David Barr
Steve Bernstein
Tom Blumberg
Michael Jabbour
Kathleen Kelly
David E. Lurie, Esq
Kristina Romanzi

Alan M. Weinstock
Chief Executive Officer

Sherry Tucker
President

Shavone Hamilton
Senior Vice President
Chief Operating Officer

Michael Tang
Senior Vice President
Chief Financial Officer

Jacqueline Herrera
Senior Vice President
Administration

Dean Weinstock
Senior Vice President
Operations

Jeffrey Ditzell, DO
Senior Vice President
Medical Director

Howell Schrage, MD
Senior Vice President
Medical Director

July 5, 2017

Nassau County Business History Form, sections A-C

PSCH, Inc. dba WellLife Network
Business history form

A.

i) Date of formation: May 7th, 1980
ii) None
iii) See Attached list of officers and directors
iv) State of incorporation: New York
v) Employees: 1,500
vi) Annual revenue: $107 million
vii) See Attached relevant accomplishments
viii) See Attached licenses and permits

B. Number of years in business: 37

C. See Attached relevant accomplishments

Executive Offices 142-02 20th Avenue • 3rd Floor • Flushing, NY 11351 T. 718.559.0516 F: 718.762.6140
Long Island Administrative Offices 120 Commerce Drive • Ste.102 • Hauppauge, NY 11788 T. 631.920.8028 F: 631.920.8164
www.WellLifeNetwork.org

List of

iii

OFFICERS

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH, INC.

Address: 142-02 20TH AVENUE 3RD FL

City, State and Zip Code: FLUSHING NY 11351

2. Entity's Vendor Identification Number: ~~11-3002344~~ 11-2542430

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co X Closely Held Corp _____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):

* ALAN WEINSTOCK, PRESIDENT CEO
* SHERRY TUCKER, DIRECTOR CFO
* SHAVONE HAMILTON, DIRECTOR COO

ADDRESS: 142-02 20TH AVENUE 3RD FLOOR

FLUSHING NY 11351

SEE ATTACHED Board of Director's List

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 ATTACHMENT~~ NONE

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

PSCH BOARD OF DIRECTORS LIST

Name & Home Details	Business	Occupation/Background	Member Since
Jeffrey E. Finkle, Chairperson			
44A Murray Avenue Port Washington, NY 11050 **917-692-5552 Cell** 516-944-3386 Alternative **JFinkle@odeoncapital.com** **jeffrey.finkle@gmail.com**	Odeon Capital Partners 747 3rd Avenue, 24th Floor, Suite A New York, NY 10017 212-785-1300 Work	Finance	August 20, 2008
Marya Piotrowski, Vice Chairperson			
15 Gridley Street West Islip, NY 11795 **516-810-4810 Cell** 631-586-8459 Home **maryap@optonline.net**	Cardinal Health/Bindley Western Drug Company	Finance/Pharmaceuticals	May 14, 2008
Howell Schrage, MD, Secretary			
306 N. Greeley Avenue Chappaqua, NY 10514 **914-629-4228 Cell** 914-238-6332 Home **hschrage@verizon.net**		Psychiatrist	September 13, 2010
Brian K. Regan, PhD, Treasurer			
17 Hillside Avenue Port Washington, NY 11050 **516-317-5321 Cell** 516-767-7618 Home **bkr9001@nyp.org**	New York Presbyterian Healthcare System 525 East 68th Street, Box 572 New York, NY 10021 212-746-3568 Work	VP of Quality & Patient Safety, NY-Presbyterian Hospital & Healthcare System	March 19, 2009
Marc Aronstein			
1365 York Avenue, #30E New York, NY 10021 **917-751-7071 Cell** **maronstein@mba1997.hbs.edu**	Beekman Investment Partners 708 3rd Avenue, # 2500 New York, NY 10017 212-687-4867 Work	Managing Director/ Private Equity Investments	September 6, 2011
Sheldon Berman			
8 Payne Circle Hewlett Harbor, NY 11557 **516-652-3920 Cell** 516-569-1970 Home **ssbmd@srberman.com**	Works from Home Address 516-374-4417 Work	Psychiatrist	April 5, 2012

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

Steve Bernstein			
1705 Hereford Road Hewlett, NY 11557 **917-593-2210 Cell** 516-374-1179 Home **steve.bernstein@sjbee.com**	SJBEE LLC Works from Home Address 917-593-2210 Work	Int'l Entrepreneur	April 5, 2012
Michael Jabbour			
6779 Fleet Street Forest Hills, NY 11375 **347-879-5777 Cell** 718-360-1816 Home **michael.jabbour@gmail.com**	Soft Illuminations, Fund for Public Health NY/DOHMH 42-09 28th Street Long Island City, NY 11101 347-396-2346 Work	CEO/Partner, Senior Project Manager	April 5, 2012
Kathy Kelly			
2 Courtyard Circle Centerport, NY 11721 **631-664-2297 Cell** 631.912.0136 Home **kathykelly@optonline.net**		Retired Healthcare Exec	February, 2016
Lisa Lashley			
386 Sterling Place Brooklyn, NY 11238 **917-642-7677 Cell** **4lisalashley@gmail.com**		Attorney	September 13, 2010
David Lurie			
20 Sycamore Terrace Livingston, NJ 07039 **917-213-4169 Cell** 973-535-3176 Home **dlurie@hudsoninsgroup.com** **ddsmlurie@verizon.net**	Hudson Insurance Group 100 William Street, 5th Floor New York, NY 10038 212-918-9993 Work	Attorney	December 1999
Kristina Romanzi			
142 Radcliffe Road Plainview, NY 11803 **631-334-9864 Cell** 516-349-8542 Home **kromanzi@decilog.com** **kristina.romanzi@gmail.com**	631-694-4610 Work	Office Manager/Engineering	1988
Ann Mittasch, Director Emeritus			
1299 Corporate Drive, #402 Westbury, NY 11590 516-671-1161 Home		Retired Entrepreneur	February 11, 1997

Relevant Information

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

142-02 20th Avenue, 3rd Floor, Flushing, NY 11351-9712
• Phone (718) 559-0516 • Fax (718) 762-6140
Web Site: www.psch.org • E-mail: info@psch.org

Alan M. Weinstock, MPA, MS
Chief Executive Officer

Robert T. Hettenbach
President

Shavone Hamilton, LCSW
Chief Operating Officer

Sherry Tucker
Chief Financial Officer

April 2016

PSCH, Inc. is a comprehensive human service agency whose mission is to empower individuals and families with diverse needs to realize their full potential for achieving meaningful goals, guided by principles of independence, wellness, safety and recovery.

Incorporated in May 7th, 1980 in the state of New York, PSCH has over 1,000 employees and over $89 million in annual revenue. PSCH's provides developmental disabilities services to over 280 individuals and mental health services to over 800. We hold over $14 million dollars in state and local contracts. We service the population of New York City, Nassau and Suffolk Counties.

One of our accomplishments in Nassau County is our Northern Lights PROS Program. This program provides focused, Psychiatric Rehabilitation Services to approximately 265 clients. The program maintains a census of approximately 185 clients with an average daily attendance of 90. Referrals continue to be received on a steady basis from numerous, and varied sources.

The Clinic component of the program continues to grow and currently there are 83 clients receiving services. The majority of new referrals request clinical services which is the main factor driving this increase.

PSCH Northern Lights PROS Program overall quality of documentation continues to be excellent and there are no glaring deficiencies. The program is constantly being re-evaluated and program schedule is revised on a quarterly basis. New groups and additional sessions of existing groups are frequently added. We have 6 excellent Mental Health Counseling and Social Work interns who have been invaluable in assisting staff in conducting groups. The Practitioners are extremely skilled and creative and have developed numerous new and interesting groups over the past two years which have kept the program "fresh" and stimulating for clients.

Currently, we have 25 clients involved in competitive employment. Our IPS track continues to grow and our vocational specialist continues to develop many leads in the community.

In addition to the PSCH Northern Lights PROS Program, PSCH operates the SOAR Program which has an average daily census of 6 individuals. The SOAR program provides opportunity for individuals to explore and develop social/ educational /vocational goals in a supportive setting while increasing their ability to tolerate a more structured program. The target population for this program are adults residing in Nassau County, age 18 and above with Severe Persistent Mental Illness who are not currently enrolled in PROS Program. This program also targets individuals

WellLife Network

142-02 20th Avenue, 3rd Floor, Flushing, NY 11351-9712
● Phone (718) 559-0516 ● Fax (718) 762-6140
E-mail: info@welllifenetwork.org

Conflict of Interest Policy – Employees, Interns, & Volunteers	**No:** WL-CC-027 **Effective:** May 16, 2017 **Issued By:** WellLife Network 142-02 20th Avenue, 3rd Floor Flushing, NY 11351 **Published By:** Corporate Compliance

1.0 Purpose

The purpose of this policy is to establish a system for employees, interns, and volunteers of WellLife Network to report existing or potential conflicts of interest.

2.0 Scope

This policy applies to all employees, interns, and volunteers of WellLife Network and their subsidiaries. (Members of senior management of WellLife Network and their Boards of Directors are covered under a separate Conflict of Interest Policy (*See Conflict of Interest and Related Party Transactions Policy*)).

3.0 Policy

WellLife Network staff has a primary obligation to serve the purposes to which WellLife Network is dedicated. As part of this obligation, each staff member has a duty to conduct his or her duties and the affairs of WellLife Network in a manner that promotes the best interests of the agency and in compliance with legal and regulatory requirements. Staff is expected to do their job in good faith, with the degree of care that an ordinarily prudent person in a similar position would use under similar circumstances. This requires using common sense, being attentive to the needs of individuals served by WellLife Network as well as the agency. Staff must also ensure that they protect the confidentiality of corporate information at all times and must not use it in any way for their own personal benefit, or in a way that could harm WellLife Network.

WellLife Network staff members have a duty to disclose on an ongoing basis any current, proposed or pending situations that may give rise to a Conflict of Interest. A conflict of interest exists when an employee, intern, or volunteer of WellLife Network has a personal, professional, or financial relationship with another party that does business with WellLife Network where a particular transaction may directly or indirectly benefit the staff member.

Examples of Conflicts of Interest include but are not limited to:

- WellLife Network purchases supplies from a vendor and a staff member has a financial interest in that vendor.
- A relative of a staff member works for a vendor who WellLife Network is contemplating doing business with.

- A staff member proposes that WellLife Network hire or contract with a member of his or her immediate family for a position or activity that is within his or her direct or indirect supervision or control.
- A WellLife Network staff member solicits or accepts a gift, favor or anything of monetary value from a contractor, vendor, patient, co-worker, volunteer or other person with whom WellLife Network has a business relationship, which is intended to influence business decisions. (See Gifts Policy)

If an employee, intern, or volunteer is unsure as to whether a particular situation should be reported, they should consult with the Corporate Compliance Officer. Staff is required by this policy to report in writing to his or her immediate supervisor and the Corporate Compliance Officer any existing or potential conflict of interest once identified. The Corporate Compliance officer will evaluate the matter and determine if the potential conflict of interest exists, and if so, how it may be managed, reduced or eliminated.

4.0 Compliance

Disclosure Statement

All WellLife Network staff has a duty to place the interest of the organization foremost in any dealing with the organization and has a continuing responsibility to comply with the requirements of this policy. Staff is required to report in writing to their immediate supervisor and the Corporate Compliance Officer any existing or potential conflict of interest once identified. This may be done by completing the Conflict of Interest Policy Acknowledgement and Disclosure Form found in **Appendix A**. All written submissions will be kept in a confidential file in the Corporate Compliance Department.

Annually, each employee, intern, or volunteer shall acknowledge his or her familiarity with this policy and shall disclose in writing any existing financial or material interests subject to this policy through a method identified by the Corporate Compliance Office (i.e. an annual blanket corporate compliance attestation).

Policy Supplements Applicable Laws

This policy is intended to supplement but not replace any applicable state or federal laws governing conflicts of interest applicable to nonprofit charitable corporations.

5.0 Contact Information

At WellLife Network, questions concerning this policy may be directed to the Corporate Compliance Officer at 718 559-0536.

6.0 Definitions

Confidentiality - means the property that data or information is not made available or disclosed to unauthorized persons or processes.

Conflict of interest - is a situation in which a person or organization is involved in multiple interests, financial or otherwise, one of which could possibly corrupt the motivation or decision-making of that individual or organization.

Immediate Family means the person's spouse, ancestors, domestic partner, children (whether

natural or adopted), parents, grandchildren and great-grandchildren, siblings, or equivalents by marriage, or other individuals residing in the person's household.

7.0 Revision History

Date	Description of Change
April 2009	Original Policy
March 2012	Revised (Format changes)
October 2015	Revised (addition of interns and volunteers)
May 2017	Revised

Appendix A

Conflict of Interest Policy
Acknowledgement and Disclosure Form

Please check off each statement that applies to you, enter the necessary information, and type your name below.

☐ I have read and am familiar with the Conflict of Interest Policy.

☐ I am not aware of any personal, professional, or financial interest that I have which is required to be disclosed under the Conflict of Interest Policy.

☐ I have described below every personal, professional, or financial interest which I have that is required to be disclosed under the Conflict of Interest Policy.

During the time I am an employee, intern or volunteer of WellLife Network, I agree to report promptly any future situation that might involve or appear to involve myself or any of my relatives in any potential conflict of interest with the Organization.

First Name_____Last Name_____Date:_____

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Assertive Community Treatment Program**

to be known as: **Permanent Housing & ACT**

located at: **153-17 Jamaica Avenue, 3rd Floor**
Jamaica, NY 11432-3822

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

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 9:00 a.m. - 5:00 p.m.**
Additional hours and days as needed
24-hour on-call

Population Served: **Adults**

Intensive Model: **Sixty-eight (68)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401473A**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Assertive Community Treatment Program**

to be known as: **PSCH Bronx ACT Program**

located at: **2510 Westchester Avenue, 1st Floor**
Bronx, NY 10461-3585

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

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 9:00 a.m. - 5:00 p.m.**
Additional hours and days as needed
24-hour on-call

Population Served: **Adults**

Intensive Model: **Sixty-eight (68)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401470A**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Assertive Community Treatment Program**

to be known as: **ACT Intensive**

located at: **35 Bay Ridge Avenue**
Brooklyn, NY 11220

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

Authorized by this operating certificate:

Hours of Operation: **Monday through Friday: 9:00 a.m. - 5:00 p.m.**
Additional hours and days as needed
24-hour on-call

Population Served: **Adults**

Intensive Model: **Sixty-eight (68)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401474A**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **PSCH - Horizon Project I**

located at: **1900 Sterling Place, 1st & 2nd Floors**
Brooklyn, NY 11233-4735

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Sixteen (16) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401437**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **PSCH - Horizon Project II**

located at: **1900 Sterling Place, 3rd & 4th Floors**
Brooklyn, NY 11233-4735

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Sixteen (16) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401438**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **Renaissance Residence**

located at: **323-325 East 48th Street**
Brooklyn, NY 11203-3303

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of Fourteen (14) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401001**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Apartment/Treatment**

to be known as: **Onward I**

located at: **40 Elmont Road (Office)**
Elmont, NY 11003-1603

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
One hundred and forty-four (144) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401430**

Report Date: 11/16/2016

Community Residence Site Listing

PSCH, Inc.

Onward I

Operating Certificate #7401430

Name	City	Capacity
101-05 134th Street, 2nd Floor	Richmond Hill	3
101-36 104th Street, Top Floor	Richmond Hill	3
102-37 187th Street	Jamaica	3
107-50 Van Wyck Expy, 2nd Floor	Richmond Hill	3
109-09 134th Street, 1st Floor	Jamaica	3
109-15 134th Street, 2nd Floor	South Ozone Park	3
109-55 134th Street, 2nd Floor	South Ozone Park	3
115-40 142nd Street, 2nd Floor	Jamaica	3
115-91 Lefferts Blvd, 2nd Floor	South Ozone Park	3
116-23 169th Street, 2nd Floor	Jamaica	3
116-45 133rd Street, 2nd Floor	Ozone Park	3
127-02 140th Street, 2nd Floor	Jamaica	3
128-11 161st Street	Jamaica	3
130-41 135th Road, 2nd Floor	South Ozone Park	3
133-19 121st Street, 2nd Floor	South Ozone park	3
137-35 167th Street	Jamaica	3
138-44 224th Street, 2nd Floor	Laurelton	3
143-57 229th Street, 1st Floor	Springfield Gardens	3
143-70 227th Street, 2nd Floor	Springfield Gardens	3
145-22 South Road, Apt. 1	Jamaica	3
145-49 Glassboro Avenue, Apt. 2	Jamaica	3
146-38 221st Street, 1st Floor	Springfield Gardens	3
146-40 Farmers Blvd	Springfield Gardens	3
146-66 222nd Street	Springfield Gardens	3
147-26 110th Avenue, 2nd Floor	Jamaica	3
158-11 115th Road	Jamaica	3
161-11 130th Avenue, 1st Floor	Jamaica	3
164-15 108th Drive, 3rd Floor	Jamaica	3
172-02 119th Avenue, 1st Floor	Jamaica	3
184-18 144th Avenue	Springfield Gardens	3
225-11 148th Avenue, 2nd Floor	Springfield Gardens	3
228-19 145th Avenue, 1st Floor	Jamaica	3
239-08 148th Avenue, Apt. 1	Rosedale	3
25-15 Oceancrest Blvd, 3rd Floor	Far Rockaway	3
257-21 144th Avenue, 2nd Floor	Rosedale	3
259-42 148th Road	Rosedale	3
422 Beach 38th Street, 1st Floor	Elmont	3
422 Beach 38th Street, 2nd Floor	Elmont	3
429 Fernside Place, Apt. 3	Far Rockaway	3
58-16 Granger Street, 3rd Floor	Corona	3
58-22 Van Cleef Street, 3rd Floor	Corona	3
58-27 Van Cleef Street, 2nd Floor	Corona	3
58-27 Van Cleef Street, 3rd Floor	Corona	3

58-29 Van Cleef Street, 3rd Floor	Corona	3
87-92 139th Street, 2nd Floor	Jamaica	3
89-15 198th Street, 2nd Floor	Hollis	3
99-26 193rd Street, 1st Floor	Jamaica	3
99-28 193rd Street, 2nd Floor	Hollis	3
Onward I	Elmont	0

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Apartment/Treatment**

to be known as: **Onward II**

located at: **40 Elmont Road (Office)**
Elmont, NY 11003-1603

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of Twenty-four (24) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401436**

Report Date: 11/16/2016

Community Residence Site Listing

PSCH, Inc.

Onward II

Operating Certificate #7401436

Name	City	Capacity
1151 East 87th Street, 2nd Floor	Brooklyn	3
142 Jamaica Avenue, 2nd Floor	Brooklyn	3
21A Hill Street, 2nd Floor	Brooklyn	3
25 Cypress Court, 2nd Floor	Brooklyn	3
429 Amber Street, 3rd Floor	Brooklyn	3
580 Van Siclen Avenue, 3rd Floor	Brooklyn	3
664 Autumn Avenue, Apt. 2	Brooklyn	3
838 Crescent Street, 2nd Floor	Brooklyn	3
Onward II	Elmont	0

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - Congregate/Treatment**

to be known as: **Omni III**

located at: **80-45 Winchester Boulevard**
Building 62, 1st Floor
Queens Village, NY 11427-2194

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of Twenty-four (24) Beds

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401434**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - SRO Community Residence**

to be known as: **Far Rockaway SRO/CR**

located at: **2964 Beach Channel Drive**
Far Rockaway, NY 11691

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Forty-four (44) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401006**

New York State
Office of Mental Health

Operating Certificate

Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Residential Program for Adults - SRO Community Residence**

to be known as: **PSCH Island House**

located at: **4029 Long Beach Road**
Island Park, NY 11558

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

Authorized by this operating certificate:

****

Community Residence with a Certified Capacity of
Fifty (50) Beds
Approved for a Slow Evacuating Population

****

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401042**

New York State
Office of Mental Health

Operating Certificate

Outpatient Facilities Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **November 1, 2016**

to: **PSCH, Inc.**

to operate a: **Comprehensive PROS with Clinical Treatment Program**

to be known as: **Northern Lights PROS**

located at: **800 Northern Boulevard, 1st Floor**
Great Neck, NY 11021-5314

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

Authorized by this operating certificate:

Hours of operation: **Monday through Friday: 9:00 a.m. - 3:00 p.m.**

Population: **Adults**

PROS Components: **Community Rehabilitation and Support, Ongoing Rehabilitation and Support, Intensive Rehabilitation, Clinical Treatment**

Capacity: **Ninety (90)**

In witness whereof, I have hereunto set my hand on **November 16, 2016**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **October 31, 2019**
Operating Certificate Number: **7401025A**

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370460
ICF (15 BEDS OR MORE)
101-54/56 117th St
Richmond Hill, NY 11419
Certified Capacity: 25
Effective Date: 05/01/2017
Expiration Date: 04/30/2018
LSC Code: 2012 - 19 FSES
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing your program. These additional requirements are reviewed through processes separate from the survey which resulted in the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Initial Certification

OPERATING CERTIFICATE #: 74370456
IRA (1-8 BEDS)
161-11 130TH AVE
APT B
JAMAICA, NY 11434
Certified Capacity: 3
Effective Date: 04/14/2017
Expiration Date: 03/31/2018
LSC Code: LSC DOES NOT APPLY
24 Hour Support: Providing

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Group Amendments Certification

OPERATING CERTIFICATE #: 74370450
IRA-C (1-8 BEDS)
161-11 130th Avenue
Apt A
Jamaica, NY 11434
Certified Capacity: 3
Effective Date: 04/13/2016
Expiration Date: 03/31/2018
LSC Code: LSC DOES NOT APPLY
24 Hour Support: Providing

Dear Executive Director:

The New York State Office for People With Developmental Disabilities is amending the authorization to operate the above referenced program within the IRA-C (1-8 BEDS) program type in accordance with Article 16 of the Mental Hygiene Law. The amended authorization reflects a change in address, capacity, effective date for the above referenced program.

Comments: Reflects a decrease in capacity from 6 to 3 and a relocation from 555 Main Street, Roosevelt Island

Please retain this document as an addendum to the listing of certified IRA-C (1-8 BEDS) sites previously sent to you. This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

March 31, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370457
ICF (14 BEDS OR LESS)
42-20 149th St.
Flushing, NY 11355
Certified Capacity: 10
Effective Date: 04/01/2017
Expiration Date: 03/31/2018
LSC Code: 2012 - 32/33 FSES
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

January 25, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370445
ICF (14 BEDS OR LESS)
88-06 195th Place
Holliswood, NY 11423
Certified Capacity: 14
Effective Date: 02/01/2017
Expiration Date: 01/31/2018
LSC Code: 2000 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: Slow

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Department of Health

ANDREW M. CUOMO
Governor

HOWARD A. ZUCKER, M.D., J.D.
Commissioner

SALLY DRESLIN, M.S., R.N.
Executive Deputy Commissioner

875 Central Avenue
Albany, NY 12206

RECEIVED
MAY 18 2017
gw

May 5, 2017

Alan M. Weinstock, CEO
PSCH, Inc.
142-02 20th Avenue
Flushing, NY 11351

RE: 101-54/56 117th Street
Richmond Hill, NY 11418
PA#: 33H339
MA#: 647175

Dear Mr. Weinstock:

This is to inform you that the New York State Department of Health has determined that your facility is in compliance with the regulations for the Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IID) as defined in Sections 442.12, 442.101 and 483.400 of the Code of Federal Regulations (CFR), applicable provisions of the Social Services Law of the State of New York, applicable rules and regulations of New York State and the requirements of the Office For People With Developmental Disabilities (OPWDD).

This agreement shall be in effect until subsequent notice of termination. Your agreement will cover 25 ICF/IID beds.

Form HA-46A (Medicaid Agreement) and this supplement to the Agreement constitute the Medicaid (Title XIX) Agreement and should be retained for your records.

Sincerely,

Lee Weissmuller / gm

Lee Weissmuller, Director
Bureau of ICF/IID Quality and Surveillance

c: Ms. Phillips, OPWDD

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

May 5, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370446
ICF (14 BEDS OR LESS)
27-29 Butler St
East Elmhurst, NY 11369
Certified Capacity: 13
Effective Date: 05/01/2017
Expiration Date: 04/30/2018
LSC Code: 2012 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: Slow

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

November 25, 2016

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370453
ICF (14 BEDS OR LESS)
130-03 7th Avenue
College Point, NY 11356
Certified Capacity: 10
Effective Date: 12/01/2016
Expiration Date: 11/30/2017
LSC Code: 2000 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

NEW YORK STATE OF OPPORTUNITY. | **Office for People With Developmental Disabilities**

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

April 29, 2016

RECEIVED
MAY 17 2016

Alan M. Weinstock, Executive Director
PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

RE: Authorization to Operate
Program Type: DAY HABILITATION
Effective Date: 01/01/16
Expiration Date: 12/31/18

Dear Executive Director:

In accordance with Article 16 of the Mental Hygiene Law, this letter confirms the issuance of the operating certificates in the DAY HABILITATION program type for the period 01/01/2016 to 12/31/2018. Each site is still considered to be separately certified but for administrative efficiency this one letter provides the notice for all the individual operating certificates listed in the attachment to this letter. Please review the attached list of certified programs and satellites. This letter should be kept on file as proof of the certification status of each site and shown to anyone requesting to see it.

If a statement of deficiencies was issued for program(s) on the attached list, deficiencies identified in the Statement of Deficiencies have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing certified programs. For certified programs on the attached list that serve members of the Willowbrook class. The additional requirements were reviewed through processes separate from the reviews that were conducted for the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

Robert Hettenbach
Shanone Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Dietzell, DO
Marianne Coughlin
Ayana Ali
Rob Lydon
Latchmine Mattaw
Lorrie Eason
Chris Kroche
Lauren Gasparine

Attachment

cc: Jeffrey E Finkle, President of Governing Body
Donna Limiti, Region 4
Division of Enterprise Solutions

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

Group Authorization Type: DAY HABILITATION

OC#	**7437320**	189-15 Station Road Flushing, NY 11358	**Certified Capacity:** **Effective Date:** **Expiration Date:**	100 01/01/2016 12/31/2018
OC#	**7437321**	19-04 49th Street Astoria, NY 11105	**Certified Capacity:** **Effective Date:** **Expiration Date:**	100 01/01/2016 12/31/2018
OC#	**7437322**	101-54/56 117th Street Richmond Hill, NY 11418	**Certified Capacity:** **Effective Date:** **Expiration Date:**	30 01/01/2016 12/31/2018
OC#	**7437652**	23-15 37th Avenue Astoria, NY 11101	**Certified Capacity:** **Effective Date:** **Expiration Date:**	55 01/01/2016 12/31/2018

NEW YORK STATE OF OPPORTUNITY. | **Office for People With Developmental Disabilities**

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

April 29, 2016

RECEIVED
MAY 17 2016
gw

Alan M. Weinstock, Executive Director
PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

RE: Renewal of Operating Certificates
Program Type: IRA (9 BEDS OR MORE)
Effective Date: 01/01/16
Expiration Date: 12/31/18

Dear Executive Director:

In accordance with Article 16 of the Mental Hygiene Law, this letter confirms the issuance of the operating certificates in the Individualized Residential Alternative (IRA - 9 Beds or More) program type for the period 01/01/2016 to 12/31/2018. Each site is still considered to be separately certified but for administrative efficiency this one letter provides the notice for all the individual operating certificates listed in the attachment to this letter. Please review the attached list of certified programs and keep this letter on file as proof of the certification status of each site. This letter should be shown to anyone requesting to see it.

If a statement of deficiencies was issued for program(s) on the attached list, deficiencies identified in the Statement of Deficiencies have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing certified programs. For certified programs on the attached list that serve members of the Willowbrook class. The additional requirements were reviewed through processes separate from the reviews that were conducted for the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

Robert Hettenbach
Sharone Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Detzell, DO
Marianne Coughlin
Ayana Ali
Rob Lydon
Latchmine Mattou
Lorrie Eason
Chris Krische
Lauren Gasparin

Attachment

cc: Jeffrey E Finkle, President of Governing Body
Donna Limiti, Region 4
Division of Enterprise Solutions

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

Group Authorization Type: IRA (9 BEDS OR MORE)

OC#	**7437443**	110-01 84th Avenue Richmond Hill, NY 11418	**Certified Capacity:** **Effective Date:** **Expiration Date:**	13 01/01/2016 12/31/2018
OC#	**7437447**	230-31 148th Ave. Laurelton, NY 11413	**Certified Capacity:** **Effective Date:** **Expiration Date:**	10 01/01/2016 12/31/2018
OC#	**7437454**	186-55 Grand Central Parkway Fresh Meadows, NY 11432	**Certified Capacity:** **Effective Date:** **Expiration Date:**	9 01/01/2016 12/31/2018
OC#	**7437455**	543 11th Street Brooklyn, NY 11215	**Certified Capacity:** **Effective Date:** **Expiration Date:**	9 01/01/2016 12/31/2018
OC#	**7437458**	160-12 20th Road Whitestone, NY 11357	**Certified Capacity:** **Effective Date:** **Expiration Date:**	10 01/01/2016 12/31/2018

NEW YORK STATE OF OPPORTUNITY. | Office for People With Developmental Disabilities

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

February 27, 2017

PSCH, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351-9712

RE: Recertification

OPERATING CERTIFICATE #: 74370448
ICF (14 BEDS OR LESS)
52-32 72nd Place
Maspeth, NY 11378
Certified Capacity: 13
Effective Date: 03/01/2017
Expiration Date: 02/28/2018
LSC Code: 2000 - 33 EXISTING BOARD & CARE
Max Safe B and C Level of the Building: N/A

Dear Executive Director:

The New York State Office for People With Developmental Disabilities authorizes the operation of the above program in accordance with Article 16 of the Mental Hygiene Law.

This letter shall be kept on file at the program and shall be shown to anyone requesting to see it.

If a Statement of Deficiencies was issued for this program, all deficiencies identified have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing your program. These additional requirements are reviewed through processes separate from the survey which resulted in the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

cc: Tamika R. Black, Deputy Commissioner
Jeffrey E. Finkle, President of Governing Body
Donna Limiti, Regional Office 4 (Bernard Fineson, Brooklyn, Metro, Staten Island)
Division of Enterprise Solutions

Health

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Mary T. Bassett, MD, MPH
Commissioner

Gerald Cohen, M.D.
Director of Clinical Affairs
Division of Mental Hygiene

Janice Chisholm
Director, Bureau of Developmental Disabilities
Gotham Center
42-09 28th Street, CN #20
Long Island City, NY 11101-4132

347-396-7192 tel.
347-396-6783 fax

June 5, 2017

RECEIVED
JUN 20 2017
JW

Elma Blackburn
New York City Regional Office
New York State Office for People
With Developmental Disabilities
25 Beaver Street, 3rd Floor
New York, NY 10004

Re: WellLife Network (PSCH, Inc.)
Address: 130-03 7th Avenue
College Point, NY 11356
Capacity: 10
Cert. No.: 74370453

Dear Ms. Blackburn:

Please be advised that the conversion of an Intermediate Care Facility (ICF) to a Supervised Individualized Residential Alternative (IRA) by WellLife Network (PSCH, Inc.) at the above address is supported by the New York City Department of Health and Mental Hygiene.

Best wishes are extended to the agency and the consumers in the program.

Sincerely,

Janice Chisholm

cc: Alan Weinstock

NEW YORK CITY DEPARTMENT OF
HEALTH AND MENTAL HYGIENE
Mary T. Bassett, MD, MPH
Commissioner

Health

Gerald Cohen, M.D.
Director of Clinical Affairs
Division of Mental Hygiene

Janice Chisholm
Director, Bureau of Developmental Disabilities
Gotham Center
42-09 28th Street, CN #20
Long Island City, NY 11101-4132

347-396-7192 Tel.
347-396-6783 fax

March 10, 2016

MAR 21 2016

Bimla Bhattacharjee
New York City Regional Office
New York State Office for People
With Developmental Disabilities
25 Beaver Street, 3rd Floor
New York, NY 10004

Re: PSCH, Inc.
Address: From: 555 Main Street
Roosevelt Island, NY
To: 161-11 130th Avenue
Jamaica, NY 11434
Capacity: 6
Project No.: 02651035
Cert. No.: 7347450

Dear Ms. Bhattacharjee:

Please be advised that the relocation of a six-persons Individualized Residential Alternative (IRA) program by PSCH, Inc. at the above address is supported by the New York City Department of Health and Mental Hygiene.

Best wishes are extended to the agency and the consumers in the program.

Sincerely,

Janice Chisholm

cc: Alan Weinstock

Robert Hettenbach
Shanane Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Detwell, DO
Bob Lydon
Mariann Coughlin
Ayana Ali
Lakshmane Mattiw
Lorrie Eason
Chris Kroeche

NEW YORK STATE OF OPPORTUNITY. | **Office for People With Developmental Disabilities**

ANDREW M. CUOMO
Governor

KERRY A. DELANEY
Acting Commissioner

RECEIVED
JUL - 5 2016

June 10, 2016

Alan M Weinstock, Executive Director
PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

RE: Renewal of Operating Certificates
Program Type: IRA (8 BEDS OR LESS)
Effective Date: 05/01/16
Expiration Date: 03/31/18

Dear Executive Director:

In accordance with Article 16 of the Mental Hygiene Law, this letter confirms the issuance of the operating certificates in the Individualized Residential Alternative (IRA - 8 Beds or Less) program type for the period 05/01/2016 to 03/31/2018. Each site is still considered to be separately certified but for administrative efficiency this one letter provides the notice for all the individual operating certificates listed in the attachment to this letter. Please review the attached list of certified programs and keep this letter on file as proof of the certification status of each site. This letter should be shown to anyone requesting to see it.

If a statement of deficiencies was issued for program(s) on the attached list, deficiencies identified in the Statement of Deficiencies have been adequately addressed in the program's Plan of Correction. These documents are a matter of public record and are available to individuals requesting them under the Freedom of Information Law.

Services provided to members of the Willowbrook Class must meet program, staffing, and service requirements which may exceed those set forth in the regulations governing certified programs. For certified programs on the attached list that serve members of the Willowbrook class. The additional requirements were reviewed through processes separate from the reviews that were conducted for the issuance of this authorization.

Sincerely,

Brian O'Donnell
Regional Director
Bureau of Program Certification
Division of Quality Improvement

Attachment

cc: Jeffrey E Finkle, President of Governing Body
Donna Limiti, Region 4
Division of Enterprise Solutions

Robert Hetterbach
Shanone Hamilton
Sherry Tucker
Jacqueline Herrera
Jeffrey Detzelle, DO
Rob Lydon
Marianne Coughlin
Latchmine Mattaw
Lorrie Eason
Chris Kopsche
Carmen Gasparine

PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

Group Authorization Type: IRA (8 BEDS OR LESS)

OC#	**7437323**	189 Chestnut Street Brooklyn, NY 11208	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437401**	235 East 96th Street Apt. 8B New York, NY 10128	**Certified Capacity:**	1
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437439**	145-51 181st Street Springfield Gardens, NY 11413	**Certified Capacity:**	6
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437440**	40-15 159th Street Flushing, NY 11359	**Certified Capacity:**	8
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437444**	65 Weldon Street 1st. Floor Brooklyn, NY 11208	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437449**	625 Main Street Apartment 1046 Roosevelt Island, NY 10044	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437450**	555 Main Street Apts. 102 And 107 Roosevelt Island, NY 10044	**Certified Capacity:**	6
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437451**	625 Main Street Apartment LL34 Roosevelt Island, NY 10044	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437459**	63-12 137th Street Flushing, NY 11355	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018

PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

OC#	**7437464**	143-50 Beech Avenue Flushing, NY 11355	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437465**	56-30 204th Street Bayside, NY 11361	**Certified Capacity:**	5
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437466**	107-53 78th Street Ozone Park, NY 11417	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437467**	82-29 Country Pointe Circle 1st Floor Queens Village, NY 11427	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437468**	82-29 Country Pointe Circle 2nd Floor Queens Village, NY 11427	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437469**	3439 Fulton Street 3R Brooklyn, NY 11208	**Certified Capacity:**	1
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437471**	88-08 103rd Avenue 1st Floor Ozone Park, NY 11417	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437472**	88-08 103rd Avenue 2nd Floor Ozone Park, NY 11417	**Certified Capacity:**	5
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437473**	71-49 68th St. Glendale, NY 11385	**Certified Capacity:**	6
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018

PROFESSIONAL SERVICE CENTERS FOR THE HANDICAPPED, INC.
142-02 20TH AVENUE
3RD FLOOR
FLUSHING, NY 11351

OC#	**7437474**	21 A Hill St. 3rd Floor Brooklyn, NY 11208	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437475**	65 Weldon St. 2nd Floor Brooklyn, NY 11208	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437476**	65 Weldon St. 3rd. Floor Brooklyn, NY 11208	**Certified Capacity:**	4
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437477**	160 Lenox Road Brooklyn, NY 11226	**Certified Capacity:**	8
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437478**	21 Hill Street 2nd Floor Brooklyn, NY 11208	**Certified Capacity:**	3
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018
OC#	**7437479**	163-29 145th Road Springfield Gardens, NY 11413	**Certified Capacity:**	7
			Effective Date:	05/01/2016
			Expiration Date:	03/31/2018

COUNTY OF NASSAU

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

1. Name of the Entity: PSCH, INC.

Address: 142-02 20TH AVENUE 3RD FL

City, State and Zip Code: FLUSHING NY 11351

2. Entity's Vendor Identification Number: ~~11-3002344~~ 11-2542430

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co __X__ Closely Held Corp _____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):

ALAN WEINSTOCK, PRESIDENT CEO

SHERRY TUCKER, DIRECTOR CFO

SHAVONE HAMILTON, DIRECTOR COO

ADDRESS: 142-02 20TH AVENUE 3RD FLOOR

FLUSHING NY 11351

SEE ATTACHED Board of Director's List

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 ATTACHMENT~~ NONE

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.

SEE ATTACHMENT

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):

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: 3/7/17

Signed:

Print Name: Alan M. Weinstock

Title: CEO

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

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

PSCH BOARD OF DIRECTORS LIST

Name & Home Details	Business	Occupation/Background	Member Since
Jeffrey E. Finkle, Chairperson			
44A Murray Avenue Port Washington, NY 11050 **917-692-5552 Cell** 516-944-3386 Alternative **JFinkle@odeoncapital.com** **jeffrey.finkle@gmail.com**	Odeon Capital Partners 747 3rd Avenue, 24th Floor, Suite A New York, NY 10017 212-785-1300 Work	Finance	August 20, 2008
Marya Piotrowski, Vice Chairperson			
15 Gridley Street West Islip, NY 11795 **516-810-4810 Cell** 631-586-8459 Home **maryap@optonline.net**	Cardinal Health/Bindley Western Drug Company	Finance/Pharmaceuticals	May 14, 2008
Howell Schrage, MD, Secretary			
306 N. Greeley Avenue Chappaqua, NY 10514 **914-629-4228 Cell** 914-238-6332 Home **hschrage@verizon.net**		Psychiatrist	September 13, 2010
Brian K. Regan, PhD, Treasurer			
17 Hillside Avenue Port Washington, NY 11050 **516-317-5321 Cell** 516-767-7618 Home **bkr9001@nyp.org**	New York Presbyterian Healthcare System 525 East 68th Street, Box 572 New York, NY 10021 212-746-3568 Work	VP of Quality & Patient Safety, NY-Presbyterian Hospital & Healthcare System	March 19, 2009
Marc Aronstein			
1365 York Avenue, #30E New York, NY 10021 **917-751-7071 Cell** **maronstein@mba1997.hbs.edu**	Beekman Investment Partners 708 3rd Avenue, # 2500 New York, NY 10017 212-687-4867 Work	Managing Director/ Private Equity Investments	September 6, 2011
Sheldon Berman			
8 Payne Circle Hewlett Harbor, NY 11557 **516-652-3920 Cell** 516-569-1970 Home **ssbmd@srberman.com**	Works from Home Address 516-374-4417 Work	Psychiatrist	April 5, 2012

PSCH

PROMOTING
SPECIALIZED
CARE AND
HEALTH

Steve Bernstein			
1705 Hereford Road Hewlett, NY 11557 **917-593-2210 Cell** 516-374-1179 Home **steve.bernstein@sjbee.com**	SJBEE LLC Works from Home Address 917-593-2210 Work	Int'l Entrepreneur	April 5, 2012
Michael Jabbour			
6779 Fleet Street Forest Hills, NY 11375 **347-879-5777 Cell** 718-360-1816 Home **michael.jabbour@gmail.com**	Soft Illuminations, Fund for Public Health NY/DOHMH 42-09 28th Street Long Island City, NY 11101 347-396-2346 Work	CEO/Partner, Senior Project Manager	April 5, 2012
Kathy Kelly			
2 Courtyard Circle Centerport, NY 11721 **631-664-2297 Cell** 631.912.0136 Home **kathykelly@optonline.net**		Retired Healthcare Exec	February, 2016
Lisa Lashley			
386 Sterling Place Brooklyn, NY 11238 **917-642-7677 Cell** **4lisalashley@gmail.com**		Attorney	September 13, 2010
David Lurie			
20 Sycamore Terrace Livingston, NJ 07039 **917-213-4169 Cell** 973-535-3176 Home **dlurie@hudsoninsgroup.com** **ddsmlurie@verizon.net**	Hudson Insurance Group 100 William Street, 5th Floor New York, NY 10038 212-918-9993 Work	Attorney	December 1999
Kristina Romanzi			
142 Radcliffe Road Plainview, NY 11803 **631-334-9864 Cell** 516-349-8542 Home **kromanzi@decilog.com** **kristina.romanzi@gmail.com**	631-694-4610 Work	Office Manager/Engineering	1988
Ann Mittasch, Director Emeritus			
1299 Corporate Drive, #402 Westbury, NY 11590 516-671-1161 Home		Retired Entrepreneur	February 11, 1997

PSCH, INC
142-02 20th Avenue, 3rd Floor
Flushing, NY 11351

1	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH Clean Corp. 11-3002344 PROVIDE JANITORAL AND GROUNDSKEEPING SERVICES WHOLLY OWNED SUBSIDIARY OF PSCH, INC
2	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH-- NEW JERSEY, INC 13-4011049 RESIDENTIAL SERVICES FOR ADULTS WITH DEVELOPMENTAL DISABILITIES WHOLLY OWNED BY PSCH, INC
3	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	ASTROCARE, INC 11-3635418 COUMMUNITY CLINICS WHOLLY OWNED BY PSCH, INC
4	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	GLENDALE PHARMACY, INC 32-0258343 PHARMACY STORE WHOLLY OWNED BY PSCH, INC
5	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PARTNERS FOR ORGANIZATIONAL EXCELLENCE, INC. 27-4285327 CONSULTING WHOLLY OWNED BY PSCH, INC
6	AFFILIATE NAME AFFILIATE EIN AFFILLIATE'S PRIMARY BUSINESS ACTIVITY EXPLAIN RELATIONSHIP WITH THE AFFILIATE AND INDICATE PERCENT OWNERSHIP, IF APPLICABLE	PSCH 78TH ST. OZONE PARK HOUSING DEVELOPMENT FUND CORP. 04-3618973 COUMMUNITY RESIDENCE WHOLLY OWNED BY PSCH, INC

CONTRACT FOR SERVICES

THIS AGREEMENT, dates as of January 1, 2017 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement", between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for an on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office")**PSCH, Inc.,** and (ii), [New York State not-for-profit corporation], having it principal office at 142-02 20Th Avenue, Flushing, NY 11354, (the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Contractor 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 premises and mutual covenant contains in this Agreement, the parties agree as follows:

1) Term. The term of this Agreement shall commence on January 1, 2017 and terminate on December 31, 2017 (each calendar year included in the term of this Agreement, an "Agreement Year"), is subject all the terms and conditions of this Agreement including that the County may terminate this Agreement.

2) Definitions.
   a. "DMH" refers to the New York State Department of Mental Hygiene.
   b. "OMH" refers to the New York State Office of Mental Health.
   c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
   d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
   e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
   f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
   g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

3) Services. The services to be provided by the Contractor under this Agreement (the "Services") shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the "Program Narrative(s)") and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:

   a. Operation.

      i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor's OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.

      ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.

   b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:

4) Payment.

   a. Consideration.

      i. Agreement Year. The maximum amount that the County shall pay under this Agreement during the Agreement Year (the "Agreement Year Maximum Amount") shall not exceed **One Hundred Sixty Three Thousand Sixty Four dollars ($163,064)** to be paid as follows:

         1. One third (⅓) if the Agreement Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").
         2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
         3. Generally, on each of the last four (4) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one quarter (¼) of the Advance. This recapture schedule may be modified at the Office's discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor's CFR as provided below.

   b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for such services, (B) includes a statement certified by the Contractor's Executive Director (or

substantially equivalent officer) that the services rendered and the payment requested are in accordance with this Agreement, (C) is accompanied by a certified statement of expenses and income for the applicable period, in a form that includes in each expense row the name of the person or entity to whom or which payment was made and the amount of the payment, and states at the bottom of the payment column the aggregate amount of all payments for which reimbursement is claimed, and (D) if requested by the Office and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the Office and/or the Comptroller.

c. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10th) of the month.

d. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event 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 Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.

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

The Contractor agree that in no event shall funds available under this Agreement, including State Aid, be used to substitute for or supplant other available aid or revenue. The funds available through this Agreement shall be the last dollars spent.

f. Sources of Funds. The Maximum Amount is comprised of the following amounts from the following sources of funding.

Funding Source	**CODE**	**2017 CONTRACT**
PROS	037P	$163,064
Total		*$163,064*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.

h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.

i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31st of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31st of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

j. Reconciliation and No Rollover of Funds. On or before the last day of the third (3rd) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Office, induplicate, 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 simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.

k. 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 service 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.

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

m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:

    i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.

ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.

iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.

iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such addition allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.

5) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contract 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, corporation and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

7) Compliance with Law.

a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statues, 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 1-20006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor Agrees as follows:

i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

ii. Failure to comply with the Living Wage Law, as amended, constitutes a material break 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 or any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

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

d. Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.

8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

b. The Contractor shall deliver Services under this Agreement, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

The Contractor agrees to employ appropriate psychiatric, medical, professional, non-professional and administrative personnel in accordance with the Office, OMH, OPWDD policies and standards to conduct the regular program of the Contractor; and further, to maintain and retain professional and clinical records in accordance with Office policy including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connections with this Agreement.

c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.

d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:

   i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
   ii. The rendering of services to adults and children under appropriate professional direction;
   iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;
   iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
   v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
   vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
   vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
   viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
   ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.

x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: Á funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".

xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hurt sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.

e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification: Defense; Cooperation.

a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office 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 the 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 Office 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 Contractor Agent in connection with this Agreement.

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

10) Insurance.

a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Worker's 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 Office. Not less than thirty (30) days prior to 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 Office of the same and deliver to the Office 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.

11) 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/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.

12) Termination.

a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" 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 "Clause" 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 Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) 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 Office (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, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

13) Accounting Procedures; Records.

a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement 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 1-122, "Cost Principles for Non-Profit Organizations." Such records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Office, 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 "Authorized Persons").

b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.

c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.

d. Audit Requirement for Recipients of Federal Block Grant Funds.
   i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient level are followed to the satisfaction of OMH and the federal Department of Health and Human Services ("DHHS"). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:
      1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
      2. All material terms and conditions of Block Grant regulations and guidelines.
      3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
      4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
      5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than $300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
   ii. Issuance of Audit Report(s). A single auditor's report, or a group of auditors' reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
   iii. Performance of All Necessary Follow-up Work. Upon review of the audit report(s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contract who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in

such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.

iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor's budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.

v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.

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

14) Acquisition of Equipment, Supplies and Materials; Inventory.

a. The Contractor shall purchase only the equipment, supplies, and materials ("Equipment") set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:

i. If the purchase is for less than $500, the Contractor will select a reliable vendor at a reasonable price.

ii. If the purchase is for an amount of $500 - $5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to $1,500 as long as the successful quote is in writing. Additional, if the purchase is over $1,500, the Contractor shall obtain the written approval of the County prior to purchase.

iii. If the purchase is for an amount greater than $5,000, the Contract shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.

iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.

b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

c. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Authorized Persons.

d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.

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

15) 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 Office 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 or 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 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.

16) Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services 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.

17) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York 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.

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

19) All Legal Provisions Deemed Included; Severability; Supremacy.

a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this

Agreement for purposes of interpretation and (ii) upon the application of either party, this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

b. In the event any Agreement provision 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 the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all 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 construction of this Agreement occurs, it shall not be construed against either party as drafter.

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

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

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

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

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

23) Third Party Beneficiary. The County and the Contractor acknowledge and declare that the OMH is a third party beneficiary to this Agreement, and, may enforce the rights of any party hereunder. No other Person is a third party beneficiary to this Agreement.

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

PSCH, Inc.

By: _____

Name: Alan M. Weinstock

Title: CEO

Date: 3/7/17

NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Title: Chief Deputy County Executive.

☐ Title: Deputy County Executive.

Date: _____

PLEASE EXECUTE IN BLUE INK

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

On the 7th day of March in the year 2017 before me personally came Alan Weinstock to me personally known, who, being by me duly sworn, did depose and say that he ~~or she~~ resides in the County of Suffolk; that he ~~or she~~ is the CEO of PSCH 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.

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

Jennifer Wortmann
NOTARY PUBLIC

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

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

NOTARY PUBLIC

Exhibit A
BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of the effective date of the Agreement (as such term is defined below) and amends and is made part of an agreement (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **PSCH, Inc.,** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Human Services (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

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

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

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements").

If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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

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

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

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

3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

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

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

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

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

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

c. at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

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

4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

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

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

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

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

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

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

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

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

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

5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

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

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

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

c. report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

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

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

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

6. COMPLIANCE WITH STANDARD TRANSACTIONS

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

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

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

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

7. TERMS AND TERMINATION

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

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

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

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

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

b. if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

8. INDEMNIFICATION

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

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

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

9. CONFIDENTIALITY

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

10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

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

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

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

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

11. HITECH ACT

11.1

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

[The Remainder of this Page Is Intentionally Left Blank]

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

NASSAU COUNTY

By:_____

Print Name:_____

Title: _____

Date:_____

PSCH, Inc.

By:_____

Print Name: Alan M. Weinstock

Title: CEO

Date: 3/7/17

APPENDIX A - Program Narrative

(Duplicate as Necessary)

APPENDIX A – PROGRAM NARRATIVE 2017
BEHAVIORAL HEALTH SERVICES

Agency Name: PSCH

Agency Address: 800 Northern Blvd, Great Neck, NY 11021

Agency Contact Person: Larry LaRossa Telephone: 516-829-9666

Program Name: Northern Lights PROS

OASAS/OMH/OPWDD Program Type: Comprehensive PROS with Clinic

OASAS/OMH/OPWDD Program Code: 6340

Funding Source Code: 037P

1. PROGRAM DESCRIPTION

A. Overall Mission: To assist individuals with Psychiatric Disabilities achieve life role goals in significant areas such as work, education, housing and socialization in a comprehensive, recovery based program

B. Program Objectives and Services Provided: : Psychoeducation/curriculum based services help clients identify barriers and develop strategies and skills to overcome them. Services include Individualized Placement and Support, Family Psychoeducation, Treatment for Co-Occurring Disorders and specific services geared toward Young Adult population.

C. Target Population(s) Served: . Severe Persistently Mentally Ill adults residing in Nassau County.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs):
MSSI

B. Please indicate which program objective(s) will be addressed in 2017:

_____ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
_____ Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
_____ Assure that all psycho-education groups address both substance use disorders and mental health disorders including symptoms, how the presence of one disorder may affect the other, similarities and differences in etiology, course, treatment, etc.
_x_____ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
_____ Family support program objective: _____
_____

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals:

_____ The Pediatric Symptom Checklist, CANS-NY, or other valid mental health screen is used for all adolescent admissions
_____ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
_____ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis?
_____10_____

E. What percentage of your population is maintained on psychotropic medications? ___99_____

F. For DD Programs:

_____ What percentage of your participants has a mental health disorder?
_____ What percentage of your participants has a substance use disorder?
_____ What percentage of your participants are on psychotropic medications?

3. SERVICE UTILIZATION

A. Program Services	2015 Actual	2016 Projected	2017 Proposed
Average Daily Census	88	89	90
Average # of Clients Served per Month	177	179	180
Annualized Unduplicated # of Clients Served	238	235	240
Units of Service	65570	66500	67000
Units of Service (CFR)			
Total Direct Care Service Hours			

B. Specialty Count (MH Programs)			
Face-to-Face Contact	22880	22250	23000
Phone Contact with Client			
Number of Trainings/Forums			
Average # of Attendees Training/Forum			

4. CLIENT/CONSUMER OUTCOMES

Describe in numerical terms the expected client/consumer centered outcomes to result from the delivery of program services.

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey: Average score related to statement: "The care I receive is tailored to meet my particular needs" was 4.35.

Describe the methods and instruments used to measure individual and aggregated consumer outcomes: **PSCH Consumer Satisfaction Survey is administered to all clients once a year. Clients are asked to rate statements on a scale of 1-5 with 5 meaning "strongly agree"**

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage: Psychiatric Hospitalizations declined 6% during past year.

Describe the methods and instruments used to measure individual and aggregated consumer outcomes: : **Hospitalizations and ER visits are documented through use of Incident Reports.**

C. Outcome 3 (CD & DD Programs) – Identify an outcome specific to your program.

Describe the methods and instruments used to measure individual and aggregated consumer outcomes:

5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Director	1	1
Program Coordinator	0	
PROS Practitioner	8.875	8.875
Psychiatrist	.4	.4
Nurse	.3	.3
Adm Assistant	1	1
Secretary	1	1
Vocational Specialist	1	1
Employment Specialist Asst	1	1
Other (specify)		

6. FISCAL SUMMARY 2017

	2016 Actual/Annualized	2017 Proposed Budget
Gross Cost		
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
Total Revenue		
Net Cost		
State Funding	**$160,297**	**$163,064**
County Funding*		
Agency Contribution (LA only)		
Total Deficit Funding	**$160,297**	**$163,064**
Surplus (or Deficit)		

APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.

2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.

3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.

4. Reconciliation will be based on the following calculations:

a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.

b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.

5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:

a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.

b. In no event shall expenditures exceed that amount specified in the Budget.

c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:

1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.

6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.

APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING

1. The County is contracting with the Contractor under the provisions of Subdivision (2) of Section 41.13 of the Mental Hygiene Law for the rendering and furnishing of services for the mentally disabled, and render comprehensive services to the mentally disabled at a facility duly certified by the New York State Department of Mental Hygiene as defined by Section 1.03, 5.01, and 5.03 of the Mental Hygiene Law. The Contractor shall provide services to the mentally disabled on a priority basis to all residents located within the regions of County, as designated by the Department and to any other resident of the County referred to the Contractor under the Mental Hygiene Law and pursuant to the policies promulgated by the Department.

2. Such comprehensive services shall be rendered by the Contractor in accordance with the Mental Hygiene Law and the rules, regulations, policies and guidelines of the OMH and/or the OPWDD and of the Department. The program of the Contractor shall be subject to the general supervision and direction of the Department according to government statutes and pertinent codes, rules and regulations of the various offices under Section 5.01 of the Mental Hygiene Law and the policies and procedures promulgated by the Department.

3. Upon execution of this Agreement the Contractor shall furnish the Department with a copy of its annual operating schedule which shall include days and hours of operation and those periods of time, if any, when the facility will be closed. Further, the Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of Directors of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission.

4. During the term of this Agreement the Contractor shall make its facilities available and open to the public for the rendering of the services herein covered, including any emergency services, in accordance with the schedule certified by the Board of Directors of the Contractor and filed with and approved by the Department.

Appendix EE
Equal Employment Opportunities for Minorities and Women

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

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

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

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

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

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

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

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

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

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

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

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

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

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

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

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

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

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

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

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

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

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

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   ALAN WEINSTOCK (Name)

   142-02 20TH AVENUE, 3RD FL FLUSHING NY 11351 (Address)

   (718) 559-0397 (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:

   _____

   _____

   _____

   _____

   _____

   _____

   _____

   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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

3/7/17

Dated

Signature of Chief Executive Officer

Alan M. Weinstock

Name of Chief Executive Officer

Sworn to before me this

7th day of March, 2017.

Jennifer Wortmann

Notary Public

JENNIFER WORTMANN
Notary Public - State of New York
No. 01WO6291843
Qualified in Suffolk County
My Commission Expires October 21, 2017

Nassau County Human Services
Universal Budget Form

2017 **Return to Face Sheet**

Contract # CQHS17000136 0

Contract Name: PSCH, Inc.

Program Name: Northern Lights PROS

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
	1a	Salary	$867,469
Work on Salary and Fringe	1b	Fringe	$216,867
	1 Total	Personnel (Salary plus Fringe)	$1,084,336
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$21,221
Work on Line 4	4	Equipment	$3,062
Work on Line 5	5	Supplies	$24,054
Work on Line 6	6	Contractual Services	$80,648
Work on Line 7	7a	Rent	$361,646
	7b	Utilities	$41,900
Work on Line 8	8	Department Specific Costs	$38,213
Work on Line 9	9	Other Costs	$67,871
Work on Line 10	10	Administrative Overhead	$288,113
		Gross Expenditures (Lines 1 – 10)	$2,011,064
Work on Line 11	11	Revenue, Income, Matches, Local Tax	$1,848,000
		Net Budget Total (Lines 1 – 10 minus line 11)	$163,064
Agency Contribution		Agency Contribution	$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	$163,064

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval Harleen Rulleen

Universal Budget Form
Nassau County Human Services

Line 1 - Personnel ***Return to Summary Page***

Cost of salaries and/or wages of personnel assigned to the project

-------- Contract Amount Only -------

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary $	Fringe $	Total $
Program Director	1	CFR 501	1.00	$81,973	$20,493	$102,466
Employment Specialist	3	CFR 254	3.00	$120,979	$30,245	$151,224
Registered Nurse	1	CFR 317	0.30	$26,935	$6,734	$33,669
Psychiatrist	1	CFR 318	0.40	$99,034	$24,758	$123,792
LMSW/LCSW	1	CFR 324	1.00	$51,000	$12,750	$63,750
Master's Level (MSW)	1	CFR 325	0.75	$53,756	$13,439	$67,195
Recreational Therapist	3	CFR 330	2.88	$133,272	$33,318	$166,590
Licensed Mental Health Counselor	2	CFR 327	1.88	$89,125	$22,281	$111,406
Therapist Assistant	3	CFR 337	0.95	$23,945	$5,986	$29,931
Program Coordinator	1	CFR 342	0.96	$44,137	$11,034	$55,171
Program Assistant	2	CFR 505	2.00	$68,807	$17,202	$86,009
Billing		CFR 505	1.26	$55,777	$13,944	$69,721
Maintenance	3	CFR 102	0.64	$18,729	$4,682	$23,412
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$867,469	$216,867	$1,084,336

Notes:

1. Personnel cost is salaries and/or wages (including base, OT, differentials, etc.) of personnel assigned to the project.
2. For each position, provide the: job title; name, if known; time commitment to the project as a full-time

EDWARD P. MANGANO
COUNTY EXECUTIVE

JAMES R. DOLAN, Jr., D.S.W., L.C.S.W.
ACTING COMMISSIONER
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687
Phone: 516.227.7057 Fax: 516.227.7079

2017 Refunding Certification

Provider:	PSCH, Inc.	
Address:	800 Northern Blvd, Great Neck, New York 11021	
Program Type:	Comprehensive PROS with Clinical Treatment	
Program Liaison:	Diana Johnson	
OMH/OASAS/OPWDD Licensed:		Yes
NCOMHCDDDS Reviewed Within Past 12 Months:		Yes
Date Reviewed:	9/8/2016	
Performance Outcomes Reviewed:	Reviewed open, closed and not admitted chart records. Program performing as described in the Appendix A narrative.	
Overall Rating:	Satisfactory	
Funding Recommended for Contract Year 2017:		Yes

The contract and performance outcomes for this program/agency are in compliance with NYS OMH, or OASAS, or OPWDD and Nassau County funding requirements.

Signed: _____
Acting Commissioner

Date: 9/29/16

PSCHINC-01 ASAN

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/1/2016

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

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

PRODUCER
Lamb Financial Group
145 W. 45th Street
New York, NY 10036

CONTACT NAME:
PHONE (A/C, No, Ext): (212) 375-3000 FAX (A/C, No): (888) 389-8061
E-MAIL ADDRESS: service@lambfinancialgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Technology Insurance Company, Inc.	42376
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PSCH Inc.
142-02 20th Ave.
Flushing, NY 11351

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Professional Liab. X Sex Abuse/Molestatio GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			TPP1064807	07/29/2016	07/29/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			TPP1064807	07/29/2016	07/29/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			TUM1063949	07/29/2016	07/29/2017	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Comprehensive Crime			TPP1064807	07/29/2016	07/29/2017	Employee Theft	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Nassau is included as Additional Insured under the General Liability policy, subject to written contract, limited to the terms and conditions of the current policy.

CERTIFICATE HOLDER

Nassau County Department of Human Services
60 Charles Lindbergh Blvd., Suite 200
Uniondale, NY 11553

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (Use street address only) *PSCH INC* *142-02 20TH AVE FL 3* *FLUSHING NY 11351-3000*	**1b. Business Telephone Number of Insured** *(718)-559-0527* **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Identification Number of Insured or Social Security Number** *11-2542430*
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) *NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES* *60 CHARLES LINDBERGH BLVD, SUITE 200* *UNIONDALE NY 11553-3687*	**3a. Name of Insurance Carrier** *CHRCH MUTUAL INSURANCE COMPANY* *MERRILL, WI 54452* **3b. Policy Number of entity listed in box "1a"** *0327827-07-956283* **3c. Policy effective period** *12/31/16* to *1/1/18* **3d. The Proprietor, Partners or Executive Officers are** ☐ **included.** (Only check box if all partners/officers included) ☒ **all excluded or certain partners/officers excluded.**

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) ***Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.***

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: *JULIE POWERS*
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Julie Powers *December 28, 2016*
(Signature) (Date)

Title: *BROKER/AGENT SUPPORT SPECIALIST*

Telephone Number of authorized representative or licensed agent of insurance carrier: *(715)-539-5737*

Please Note: *Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are* ***NOT*** *authorized to issue it.*