E-17-17

Contract ID:CQHS17000138 **Department: Human Services**

Capital:

SERVICE: Community Based MH Local Assistance

NIFS ID #:CQHS17000138 NIFS Entry Date: 28-JUN-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: **South Nassau Communities Hospital**	Vendor ID#: **11-1352310**
Address: One Healthy Way Oceanside, NY 11572	Contact Person: Mr. Richard Murphy CEO
	Phone: 516-632-3939

Department:
Contact Name: Geri Appel
Address: 60 Chas Lindbergh Blvd, Ste 200, Uniondale
Phone: 516-227-7088

2017 JUL 31 P 12:28
NASSAU COUNTY LEGISLATURE

Routing Slip

Department	**NIFS Entry: X**	**06-JUL-17 -- GAPPEL**
Department	**NIFS Approval: X**	**10-JUL-17 -- BHALL**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**12-JUL-17 -- RDALLEVA**
OMB	**NIFS Approval: X**	**10-JUL-17 -- MKAKOL**
County Atty.	**Insurance Verification: X**	**10-JUL-17 -- AAMATO**
County Atty.	**Approval to Form: X**	**10-JUL-17 -- DMCDERMOTT**
Dep. CE	**Approval: X**	**17-JUL-17 -- CRIBANDO**

Leg. Affairs	**Approval/Review: X**	**13-JUL-17 -- MREYNOLDS**
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. The department is required to adhere to the state aid schedule.

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.

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 program services, for individuals, groups, families, and children.

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

Change in Contract from Prior Procurement: NONE

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	**10**
Resp:	**1501**
Object:	**511**
Transaction:	**103**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 50,100.00
Federal	$ 0.00
State	$ 50,100.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	**$ 100,200.00**

LINE	INDEX/OBJECT CODE	AMOUNT
1	HSGEN1501/DE511	$ 100,200.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 100,200.00

NIFA Nassau County Interim Finance Authority

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

1. **Vendor:** South Nassau Communities Hospital

2. **Dollar amount requiring NIFA approval:** $100200

   Amount to be encumbered: $100200

   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:**

X General Fund (GEN)	Grant Fund (GRT)	
Capital Improvement Fund (CAP)		Federal % 0
Other		State % 50
		County % 50

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
CHPW16000013	27-JUL-16	1169890

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 12-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

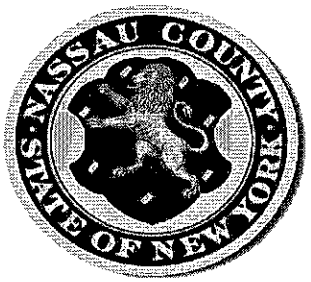
A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND SOUTH NASSAU COMMUNITIES HOSPITAL

WHEREAS, the County has negotiated a personal services agreement with South Nassau Communities Hospital to provide mental health services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the agreement with South Nassau Communities Hospital.

CQHS17000138

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: South Nassau Communities Hospital

CONTRACTOR ADDRESS: One Healthy way, Oceanside, NY 11572

FEDERAL TAX ID #: 11-1352310

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 Date. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

_____

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

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

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

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

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

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

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

☐ **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.

Jim Dolan (BL)

Department Head Signature

6/28/17

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Vendor: South Nassau Communities Hospital

Dated: 1/9/17

Signed:

Print Name: Mark A. Bogen

Title: Senior Vice President & CFO

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 Richard J. Murphy, President and Chief Executive Officer

   Date of birth 08 / 20 / 51

   Home address 23 Hillcrest Road, Crystal Brook Park P.O. Box 390

   City/state/zip Mt. Sinai, NY 11766

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3939

   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 09 / 04 / 12 Treasurer ___/___/___

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

   Chief Exec. Officer 09 / 04 / 12 Secretary ___/___/___

   Chief Financial Officer ___/___/___ 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. SECRETARY, HEALTCARE ASSOC. OF N.Y. STATE ALBANY, NY.

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. ~~N/A~~ None

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, Richard J. Murphy _____, 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 January 20 17

Cynthia A. Gentile
Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

South Nassau Communities Hospital
Name of submitting business

Richard J. Murphy
Print name

Signature

President and CEO
Title

1 / 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 William E. Allison

   Date of birth 07 / 11 / 52

   Home address 310 Bay Drive

   City/state/zip Massapequa, NY 11758

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-4420

   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) Chief Operating Officer 10 / 02 / 15

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. Chair of Oceanside Counseling Center

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 _x__ NO ___ If Yes, provide details. New York State OASAS

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, William E. Allison, 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 16th day of December 2016

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Barbara J. Helsinger
Notary Public

SOUTH NASSAU COMMUNITIES HOSPITAL
Name of submitting business

WILLIAM ALLISON
Print name

Signature

CHIEF OPERATING OFFICER
Title

12 / 16 / 16
Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Mark Bogen

   Date of birth 05/23/56

   Home address 2 Elkland Road

   City/state/zip Melville, NY 11747

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3965

   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 _01___/__02__/__08__ Partner ____/____/____

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

   (Other)

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

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

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

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

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _ NO ✓ If Yes, provide details for each such instance.

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

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

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

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

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

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

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

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

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

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? YES ____ NO ✓ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? YES ____ NO ✓ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? YES ____ NO ✓ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? YES ____ NO ✓ If Yes, provide details for each such year.

CERTIFICATION

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, Mark Bogen, 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 24th day of March 20 17

Cynthia A. Gentile
Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

South Nassau Communities Hospital
Name of submitting business

Mark Bogen
Print name

Signature

SVP & CFO
Title

03/24/17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Edward Scott

   Date of birth 05 / 02 / 66

   Home address 47 West Walnut Street

   City/state/zip Long Beach, NY 11561

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3939

   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 06 / 20 / 16

   Chief Financial Officer ___/___/___ 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. I served as Chief Investment Officer and General Counsel to UrbanAmerica Advisors, LLC through October 2014.

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

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I, EDWARD SCOTT, 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 10th day of APRIL 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

South Nassau Communities Hospital
Name of submitting business

Edward Scott
Print name

Signature

Secretary, Board of Directors
Title

4 / 10 / 17
Date

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Joseph J. Fennessy

   Date of birth 07 / 19 / 50

   Home address 188 Willis Court

   City/state/zip Wantagh, NY 11793

   Business address One Healthy Way

   City/state/zip Oceanside, NY 11572

   Telephone 516-632-3965

   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 10 / 02 / 12 Shareholder ___/___/___

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

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

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

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire? YES ___ NO 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

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I, JOSEPH J. FENNESSY, 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 5th day of APRIL 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

South Nassau Communities Hospital
Name of submitting business

Joseph J Fennessy
Print name

Signature

Chairman, Board of Directors
Title

4 / 5 / 2017
Date

Business History Form

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

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

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

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

Date: 12/15/16

1) Proposer's Legal Name: South Nassau Communities Hospital

2) Address of Place of Business: 1 Healthy Way Oceanside, NY 11572

List all other business addresses used within last five years:
None

3) Mailing Address (if different): NO

Phone : 516-632-3939

Does the business own or rent its facilities? both

4) Dun and Bradstreet number: 050595933

5) Federal I.D. Number: 11-1352310

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) 501c3

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No ___ If Yes, provide details. Oceanside Counseling Center and physician practices

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

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 X If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No X 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 X

If Yes, provide details for each such conviction none

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X 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 X 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 X; 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 X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

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

no conflict exists

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

no conflict exists

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

no conflict exists

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

see attached

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

Should the proposer be other than an individual, the Proposal **MUST** include: Please see enclosed.

i) Date of formation; 1928

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; None

iii) Name, address and position of all officers and directors of the company; See attached

iv) State of incorporation (if applicable); NY

v) The number of employees in the firm; 3600

vi) Annual revenue of firm; $400m

vii) Summary of relevant accomplishments See attached brochure

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

B. Indicate number of years in business. Since 1928

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

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 OMH

Contact Person Roseann Avella

Address Long Island Field Office, Pilgrim PC, Building 45-3

City/State 998 Crooked Hill Road West Brentwood, NY 11717

Telephone 631-761-2886

Fax #

E-Mail Address roseann.avella@omh.ny.gov

Company Office of Mental Health, Chemical Dependency & Developmental Disabilities Services

Contact Person James R. Dolan, Jr, DSW, LCSW

Address 60 Charles Lindbergh Blvd., Suite 200

City/State Uniondale, NY 11553

Telephone 516-227-7057

Fax # 516-227-7076

E-Mail Address james.dolan@hhsnassaucounty.us

Company Senior Care Emergency Medical Services

Contact Person Frank Martinez

Address 700 Havemeyer Avenue

City/State Bronx, NY 10473

Telephone 646 488 6776

Fax #

E-Mail Address fmartinez@seniorcare ems.net

CERTIFICATION

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I, Mark Bogen, 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 9th day of JANUARY 2017

Barbara J. Helsinger
Notary Public

BARBARA J. HELSINGER
Notary Public, State of New York
No. 4832269 Nassau County
Certificate Filed in Suffolk County
Term Expires August 31, 2017

Name of submitting business: South Nassau Communities Hospital

By: Mark A. Bogen
Print name

Signature

Senior Vice President & CFO
Title

01/09/2017
Date

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SOUTH NASSAU COMMUNITIES HOSPITAL

CONFLICTS OF INTEREST AND RELATED PARTY TRANSACTIONS

POLICY AND PROCEDURE

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I. OVERVIEW

A. Purpose. South Nassau Communities Hospital and its affiliate, Oceanside Counseling Center, Inc., (collectively, the "Hospital") are committed to providing high quality medical care to its patients and ensuring that its business practices comply with all relevant legal requirements and applicable Hospital policies. This Policy and Procedure is intended to be a guide for Hospital Board Members, Officers, Key Employees, medical staff, practitioners with clinical privileges, and employees ("Hospital Personnel") who may find themselves in a position where their personal interests could cause, or be perceived to cause, a conflict with the interests of the Hospital, the community we serve or our patients.

B. Basic Requirements. As set forth in more detail below, all potential or actual conflicts of interest must be reported to the Hospital and must be appropriately addressed as required by this Policy. If you are uncertain whether a particular transaction or matter presents a disclosable conflict of interest, it should be disclosed pursuant to this Policy.

Failure to adhere to this Policy will be considered a breach of the individual's obligation to the Hospital, and may result in disciplinary action. Hospital Personnel are thus expected to read and understand this Policy and to review it at least annually in order to be alert to situations that could pose an actual or potential conflict of interest.

Underlying the requirements of this Policy is the expectation that Hospital Personnel will at all times do the following:

(1) act fairly, reasonably and in the Hospital's best interests;

(2) act in compliance with all applicable legal requirements, including but not limited to, the requirements concerning Related Party Transactions described below;

(3) refrain from personal considerations of any kind that conflict with, or that appear to conflict with, the best interests of the Hospital, the community the Hospital serves or its patients; and

(4) immediately disclose any potential conflicts of interest in accordance with the procedures set forth in this Policy.

Upon the disclosure of a conflict of interest, the Compliance Committee of the Board will conduct a review of the potential and/or actual conflict, in accordance with the procedures set forth below, to determine whether and to what extent such conflict of interest should limit the individual's participation in his or her position, medical staff function or the particular transaction or matter under consideration. In general, Hospital Personnel with conflicts of interest must refrain from participating in the consideration or determination of any transaction or matter as to which they have an actual or potential conflict.

C. Definitions. At the end of this Policy there is an Appendix that sets forth the definitions of key words and phrases used throughout this Policy.

D. Related Policies. For further information, please see the following hospital-wide related policies:

- Acceptance of Gifts OF-ADM-275

- Financial Interest Disclosure for Product and Formulary Recommendations OF-ADM-320

- Acceptance and/or Solicitation of Gifts or Benefits From Vendors (OF-ADM-276)

- Compliance Program Disciplinary Policy, Standards and Procedures OF-ADM-162

II. OVERSIGHT OF THIS POLICY

The adoption, implementation of and compliance with this Policy shall be overseen by the Compliance Committee of the Board. The Compliance Committee will be composed of only Independent Directors (as that term is defined in the Appendix to this Policy).

The Compliance Committee has authorized the Hospital's Compliance Officer to provide the Board with assistance in the implementation of, and compliance with, this Policy. Such assistance may include having the Compliance Officer: (1) gather the Conflict of Interest Disclosure Statements; (2) track the successful completion of the Statements; (3) transmit the Statements to the Secretary of the Board; and (4) assist the Compliance Committee in organizing the Statements for the Committee's review. The Compliance Committee, however, will at all times retain overall responsibility for all aspects of the oversight of this Policy.

III. PROCEDURES FOR DISCLOSURE OF CONFLICTS

A. What is a "Disclosable Conflict of Interest"? As a general matter, any financial or related interest must be disclosed when the interest of Hospital Personnel in a transaction or entity creates the appearance (or the actuality) that the Hospital Personnel may not be able to act in the best interests of the Hospital. A Disclosable Conflict of Interest exists for example, when Hospital Personnel or Relatives of Hospital Personnel engage in any of the following:

(1) Related Party Transaction. Have a financial interest in any transaction, agreement or arrangement in which the Hospital is or intends to be a participant.

(2) Relationships with Vendors and Competitors. Have a financial interest in a vendor, competitor or entity with which the Hospital does business or intends to do business or which competes with the Hospital; is a member, owner, sole proprietor, partner, shareholder, director, trustee or officer of such vendor, competitor or entity; or has a contractual or employment relationship with such vendor, competitor or entity.

(3) Personal Interest. Represent the Hospital in any matter in which the person has a personal interest (financial or otherwise).

(4) Personal Gain. Use, or have the opportunity to use, knowledge about the Hospital for personal gain, profit or advantage;

(5) Business Relationships with Directors, Officers or Key Employees. When a Director, Officer or Key Employee has a family or business relationship with

another Director, Officer or Key Employee. Under IRS disclosure rules, however, the following business relationships need not be disclosed to the IRS:

(a) attorney-client or physician-patient privileged relationships; and

(b) business relationships that are a part of the ordinary course of business on the same terms generally offered to the public.[1]

Even if the IRS disclosure rules do not require disclosure, an internal disclosure to the Hospital will still be required if the relationship is of such a material nature as to affect, or create the appearance that it could affect, either the independence of the Director or the integrity of the decision- making process of the Board.

(6) Gifts and Other Benefits. Accept gifts, entertainment or other favors from a vendor, competitor or entity with which the Hospital does business or intends to do business under circumstances from which it might be inferred that the gift or gratuity was being given to influence the Hospital Personnel's actions or decisions on behalf of the Hospital; or gifts or gratuities in excess of the maximum as allowable by hospital policy, in cash or in kind.

(7) Quality of Care. Have a familial, financial or business relationship that does or has the potential to affect the safety or quality of care, treatment and services provided to patients. Such relationships can include the receipt of hospitality (i.e., business entertainment, networking events, and hospital-sponsored fundraising events), as defined in the hospital vendor and gift policies, loans, gratuities or other financial benefits from any patient, patient family member or visitor. [2]

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[1] More specifically, under the IRS rules, a business relationship that may have to be disclosed on the Hospital's IRS 990 Form includes relationships where:

(i) one person is employed by the other in a sole proprietorship or by an organization with which the other is associated as a trustee, director, officer, or greater-than-35% owner, even if that organization is tax-exempt;

(ii) one person is transacting business with the other (other than in the ordinary course of either party's business on the same terms as are generally offered to the public), directly or indirectly, and the transaction involves transfers of cash or property valued in excess of $10,000 in the aggregate during the Hospital's tax year; and

(iii) the two persons are each a director, trustee, officer, or greater than 10% owner in the same business or investment entity (but not in the same tax-exempt organization).

[2] Examples of scenarios in which a potential conflict of interest could affect the quality of patient care includes:

a. A cardiologist on staff receiving financial remuneration for each patient that he or she enrolls in a study funded by a major drug company;
b. An employee who owns a durable medical equipment company that does business with the Hospital or its patients;
c. A physician on the medical staff who also is the medical director of, or has an ownership or financial interest in, a nursing home where Hospital patients are referred;
d. A clinical department Chair whose child applies for privileges in the Chair's department or in another clinical department;
e. An employee with purchasing authority who makes a decision to buy goods or services based on personal relationships or personal gain, and not in the best interests of the Hospital and its patients.

(8) Other Organizations. Is an officer or director of, or has a direct or indirect substantial financial interest in, another corporation, firm or other entity – including another healthcare organization – with which the Hospital does business or intends to do business.

(9) Other Conduct. Engages in any other conduct that interferes with, or appears to interfere with, the best interests of the Hospital or with the Hospital Personnel's responsibilities to the Hospital.

Other examples may arise, particularly in certain contexts within which the Hospital conducts its day-to-day operations. It is not possible to provide an exhaustive listing of every situation in which a conflict of interest, or the appearance of a conflict of interest, may arise.

B. How and When to Disclose. Hospital Personnel must disclose any potential conflicts both annually and when a potential conflict arises.

(1) Annual Written Conflict of Interest Disclosure Statement. Directors, Officers, Key Employees (defined as Vice Presidents, heads of departments and certain select positions), and employed physicians will, at least annually, file a written Conflict of Interest Disclosure Statement with the Board Secretary (or with the Hospital's Compliance Officer on behalf of the Secretary). The Hospital Compliance Officer, in conjunction with the Board Secretary, will track the completion of the Statements. Copies of all completed Statements will be provided by the Board Secretary (or the Compliance Officer on behalf of the Board Secretary) to the Chair of the Compliance Committee for its review.

(2) Continuing Obligation to Disclose and Update. Hospital Personnel – even those who are not required to file an annual Disclosure Statement– have an affirmative and continuing obligation to disclose any conflicts of interest as they arise and, as applicable, to update his or her annual written Conflict of Interest Disclosure Statement, if he or she is otherwise required under this Policy to file a Disclosure Statement. All such disclosures or updated Disclosure Statements will be filed with the Board Secretary (or with the Hospital Compliance Officer on behalf of the Secretary). The Board Secretary (or Compliance Officer) will provide copies of all updated or new disclosures to the Chair of the Compliance Committee for the Committee's review and consideration.

(3) Requirements Specific to the Board. The following additional disclosure requirements apply to Board Directors, as applicable:

(a) Directors' Disclosure Statements. For Directors, the Conflict of Interest Disclosure Statement will specifically include, among other Disclosable Conflicts of Interest, a statement identifying, to the best of the Director's knowledge, any entity of which he or she is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Hospital has a relationship.

(b) Prior to the Initial Election of a Director. Prior to the initial election of any Director, the individual proposed for a Director position shall complete, sign and submit a written Conflict of Interest Disclosure

Statement identifying, to the best of the proposed Director's knowledge, any entity of which he or she is an officer, director, trustee, member, owner (either as a sole proprietor or a partner), or employee and with which the Hospital has a relationship, and any transaction in which the Hospital is a participant and in which the proposed Director might have a Disclosable Conflict of Interest.

All such Statements will be filed with the Board Secretary (or with the Hospital Compliance Officer on behalf of the Secretary). The Board Secretary (or Compliance Officer) will provide copies of each completed Statement to the Chair of the Compliance Committee, for the Committee's review.

(c) Additional Disclosure Requirements for Board Directors. If during the course of a Board or Board-level committee meeting, discussion, or deliberation any actual or potential conflict of interest becomes apparent to a Director, that Director must disclose such actual or potential conflict to the Board or committee. If another Director becomes aware of any actual or potential conflict of interest, he or she shall disclose such conflict if the conflicted Director is absent. In both cases, such disclosure shall be a matter of record.

(d) Committee Assignments. All potential members of any committee with Governing Board-delegated powers must complete an updated Disclosure Statement and disclose any actual, potential, or perceived conflict of interest to the Compliance Officer and the Board prior to assignment to such committee.

(4) Disclosure by Medical Staff and Practitioners With Clinical Privileges. Each member of the Hospital's medical staff and all practitioners with clinical privileges are required to disclose any Disclosable Conflict of Interest on their applications seeking initial appointment to the Hospital's staff or for clinical privileges and their applications seeking reappointment to the Hospital's staff or for clinical privileges. In addition, all such staff and practitioners have a continuing obligation to promptly disclose any actual or potential conflict of interest or other Disclosable Conflict of Interest when it is identified. Such matters will be reviewed by the Compliance Officer or his or her designee in conjunction with the Medical Staff Office and forwarded, as appropriate, to the Chair of the Compliance Committee.

(5) Disclosure by Hospital Employees. Hospital employees have a continuing obligation to promptly disclose any actual or potential conflict of interest or other Disclosable Conflict of Interest when it is identified. On no less than an annual basis, the Hospital will send a reminder to all employees of their obligations under this Policy. Required disclosures are to be directed to the Compliance Officer or his or her designee and will be forwarded, as appropriate, to the Chair of the Compliance Committee.

IV. THE REVIEW PROCESS

A. Review by the Compliance Committee of the Board. The Board Secretary will deliver all completed Conflict of Interest Disclosure Statements to the Chair of the Compliance Committee of the Board for its consideration. The Compliance Committee will then conduct a full review of all matters that raise an actual or potential conflict of interest, or that create the appearance of an actual or potential conflict of interest. In conducting its review, the Compliance Committee:

(1) Will consider all relevant facts and circumstances involved in the matter, and in particular, what is fair, reasonable and in the best interests of the Hospital, the community it serves and its patients;

(2) Will exclude the affected individual(s) from being present at or participating in the deliberations or voting on the potential conflict of interest;

(3) Will prohibit the affected individual(s) from any attempt to improperly influence the deliberations or voting on the matter;

(4) Will permit the affected individual(s), upon request of the Committee, to present information as background or answer questions concerning the matter at a committee or board meeting prior to commencement of deliberations or voting on the matter; and

(5) Will not permit any Director to vote, or be counted in determining the quorum for any vote, on any transaction between the Hospital and another corporation, firm, association or other entity in which the Director is an officer or director or has a direct or indirect substantial financial interest.[3]

Decision by the Compliance Committee. The Compliance Committee will make a final and binding determination as to whether a conflict of interest exists or may exist, and what course the Hospital will take in connection with the matter. The Compliance Committee will contemporaneously document in writing, appropriate minutes of any meeting at which the matter is deliberated or voted upon, all deliberations and determinations relating thereto, including, at a minimum, a summary of the matter, a summary of the deliberations.

B. Corrective Actions. If, after review and consideration, the Compliance Committee concludes that a potential or actual conflict of interest does exist, then the Hospital will implement the following corrective actions to protect the Hospital's best interests:

(1) Generally. Hospital Personnel for whom an actual or potential conflict of interest is found to exist will take no part in consideration, deliberation or decision-making as to the underlying matter that is the subject of the potential conflict.

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[3] In addition to the other requirements of this Policy, any such quality of interest shall be disclosed to the other Directors of the Hospital and made a matter of record. Such disclosure shall be made by the Director involved or, in his or her absence, by another Director having knowledge of the facts. For these purposes, a Director or Officer shall be deemed to have a direct or indirect substantial financial interest in any corporation, firm, association or other entity in which such person, together with such person's parents and spouse, and all descendants of either of such person's parents or such person's spouse, have an aggregate beneficial interest of 10% or more. This provision does not apply to a Director who also serves as an unsalaried officer or director of other nonprofit corporations which, having received all requisite approvals, exist for the purpose of raising funds for the operation and maintenance of, or to provide administrative, planning and research support services, to the Hospital, with respect to transactions between the Hospital and such other nonprofit corporations.

(2) Recusal. The conflicted Hospital Personnel must recuse him or herself from discussion (including informal discussions) of matters affected by the conflict of interest, including physical absence from discussions, deliberations, voting or decision making either during consideration by management or during Board or Board Committee meetings.

(3) Quorum. A conflicted Director will not be counted in determining a quorum for any vote on the matter that is the subject of the potential conflict.

(4) Personal Influence. The conflicted Hospital Personnel will not use his or her personal influence – in any way or at any time - with respect to the matter that is the subject of the potential conflict.

(5) Significant Conflicts. If the conflict is so significant as to be incompatible with the mission, strategic priorities, or best interests of the Hospital, a determination will be made by the Board whether it is appropriate for the individual to continue serving on the Board, as a member of a Board committee, or as an Officer or Key Employee of the Hospital.

C. Additional Special Rules for Related Party Transactions-Generally. In addition to the considerations outlined above, all Related Party Transactions (as defined in the Appendix) are subject to the following additional special rules:

(1) Fair and Reasonable. The Hospital may not enter into a Related Party Transaction unless the transaction is determined to be fair, reasonable and in the Hospital's best interest at the time of the determination.

(2) Disclosure of Material Facts. In considering the Related Party Transaction, the Compliance Committee shall ensure that any Director, Officer or Key Employee who has an interest in the Related Party Transaction has disclosed in good faith all material facts concerning such interest; and

(3) No Participation. No Related Party may participate in the deliberations or voting relating to any Related Party Transaction. However, the Compliance Committee may request that a Related Party present information concerning a Related Party Transaction at a meeting prior to the commencement of deliberations or voting relating thereto.

(4) Contemporaneous Documentation. Contemporaneous documentation of the Compliance Committee's review of a Related Party Transaction will include, at a minimum, a summary of the matter, a summary of the deliberations, consideration of any alternatives, the vote and the basis for the determination, including, but not necessarily limited to, whether the matter is as fair and reasonable to the Hospital as would otherwise then be obtainable by the Hospital.

D. Additional Related Party Rules When a "Substantial" Financial Interest Exists. With respect to any Related Party Transaction involving the Hospital and in which a Related Party has a "substantial" financial interest in the transaction, agreement or arrangement, the following shall also apply:

(1) Prior to entering into the transaction, the Compliance Committee shall consider alternative transactions to the extent available;

(2) The transaction must be approved by not less than a majority vote of the members present at the meeting; and

(3) The Compliance Committee must contemporaneously document in written minutes the basis for its approval or disapproval, including its consideration of any alternative transactions.

E. Relationships With Other Care Providers, Educational Institutions, Manufacturers and Payers. On a regular basis the Hospital will also review its relationships with other care providers, educational institutions, manufacturers, and payers to determine whether conflicts of interest exist, and whether they are within law and regulation. All appropriate matters will be promptly brought to the Chair of the Compliance Committee.

V. MISCELLANEOUS PROVISIONS

A. Training. The Hospital will conduct training and education for all Directors, Officers, Key Employees, medical staff, practitioners with clinical privileges and employees on this Policy, including as to what constitutes Disclosable Conflicts of Interest, required disclosures, when and how disclosures are to be made, the review and determination process and other related matters at the individual's orientation and on a regular basis thereafter.

B. Board Committee Standards. This Policy and Procedure sets forth the Conflict of Interest and Related Party Transactions standards for all covered Hospital Personnel. Certain Committees of the Board, however, may from time-to-time promulgate Conflict of Interest or Related Party Transaction standards to govern the operations of that Committee. To the extent that such Committee specific standards are stricter than those set forth in this Policy and Procedure, the stricter Committee standards will apply.

C. Requests From Patients or Those Who Work in the Hospital. All policies, procedures and information about the relationship between care, treatment, and services and financial incentives are available upon request to all patients and those individuals who work in the Hospital, including staff and licensed independent practitioners.

D. Violations of this Policy. If the Compliance Committee or Board has reasonable cause to believe any Hospital Personnel, including a Director, Officer or Key Employee, has failed to disclose actual or potential conflicts of interest, it shall inform such Hospital Personnel of the basis for such belief and afford him or her an opportunity to explain the alleged failure to disclose. If, after hearing the individual's response and making further investigation as warranted by the circumstances, the Compliance Committee or Board determines that such Hospital Personnel has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action in accordance with the Hospital's policy on sanctions.

This Policy was approved and adopted by the Board of Directors on June 7, 2016					
[Name]	Joseph Fennessy	[Signature]	(On File)	[Title]	Chairman

APPENDIX: DEFINITIONS

This Appendix sets forth the definitions of a number of important words and phrases that are used throughout this Policy.

1. ***"Affiliate"***. An "Affiliate" of the Hospital means any entity controlled by or in control of the Hospital.

2. ***"Board"***. "Board" means the board of directors or any other body constituting a Governing Board as defined below.

3. ***"Director"***. "Director" means any member of the Governing Board of the Hospital, whether designated as director, trustee, manager, governor, or by any other title.

4. ***"Disclosable Conflict of Interest"***. "Disclosable Conflict of Interest" means any circumstance that gives rise to, or appears to give rise to, an actual or potential conflict of interest between a Director's, Officer's, Key Employee's, medical staff member's, practitioner's with clinical privileges, or employee's personal interest (or the personal interests of a Relative of a Director, Officer, Key Employee, medical staff member, practitioner with clinical privileges, or employee) and the best interests of the Hospital, the community it serves or its patients. In addition, every Related Party Transaction is a Disclosable Conflict of Interest.

5. ***"Governing Board"***. "Governing Board" means the body responsible for the management of the Hospital.

6. ***"Independent Director"***. An Independent Director is a member of the Board who:

   (a) is not, and has not been within the last three (3) years, an employee of the Hospital or an Affiliate of the Hospital;

   (b) does not have a Relative who is, or has been within the last three (3) years, a "Key Employee" of the Hospital or an Affiliate of the Hospital;

   (c) has not received, and does not have a Relative who has received, in any of the last three fiscal years, more than $10,000 in direct compensation from the Hospital or a Hospital Affiliate (other than reasonable reimbursement for expenses incurred as a Director);

   (d) is not a current employee of or does not have substantial financial interest in, and does not have a Relative who is a current Officer of or has a substantial financial interest in, any entity that has made payments to, or received payments from, the Hospital or an Affiliate of the Hospital for property or services in an amount which, in any of the last three fiscal years, exceeds the lesser of $25,000 or 2% of the entity's consolidated gross revenue; or

(e) is not and does not have a Relative who is a current owner, whether wholly or partially, director, officer or employee of the Hospital's outside auditor or who has worked on the Hospital's audit at any time during the past three years.

Note that "payment," as used in this definition, does not include charitable contributions, dues or fees paid to the Hospital for services which the Hospital performs as part of its nonprofit purposes, provided that such services are available to individual members of the public on the same terms.

7. ***"Key Employee".*** "Key Employee" means any person who is in a position to exercise substantial influence over the affairs of the Hospital, as determined in accordance with current laws, rules and regulations.

The term "Key Employee" includes, but is not limited to:

- With respect to any transaction involving the Hospital, any person who was, at any time during the 5-year period ending on the date of such transaction, in a position to exercise substantial influence over the Hospital's affairs;

- Any individual serving on the Governing Board of the Hospital who is entitled to vote on any matter over which the Governing Board has authority;

- Any person who, regardless of title, has ultimate responsibility for implementing the decisions of the Governing Board of the Hospital, for supervising the management, administration, or operation of the Hospital, or for managing the finances of the Hospital, regardless of whether such ultimate responsibility resides with one, two or more individuals, either individually or acting in concert. Included in this group is presumed to be the President, Chief Executive Officer, Chief Operating Officer, Treasurer and Chief Financial Officer of the Hospital;

- Any person with a material financial interest in a provider-sponsored organization (i.e., a Medicare Advantage organization) in which the Hospital participates;

- Any person who satisfies the definition of a "Key Employee" pursuant to IRS Form 990, as the same may be amended from time to time;

- Any other person for whom all the relevant facts and circumstances tend to show that the person has substantial influence over the affairs of the Hospital [including, but not limited to, the facts and circumstances tending to show that substantial influence does or does not exist, as outlined in IRS regulations at 26 CFR § 53.4958-3(e)(2) and (3), to the extent such

provisions are applicable and as the same may be amended from time to time][§]; and

- Any other person deemed to be a "Key Employee" under current laws, rules or regulations applicable to the Hospital.

8. ***"Officer"***. "Officer" means those individuals designated as officers in the by-laws of the Hospital and those who are otherwise appointed as officers of the Hospital in accordance with the Hospital's by-laws.

9. ***"Related Party"***. "Related Party" means (i) any Director, Officer or Key Employee of the Hospital or any Affiliate of the Hospital or any other person who exercises the powers of Directors, Officers or Key Employees over the affairs of the Hospital or any Affiliate of the Hospital; (ii) any Relative of any individual described in clause (i) of this definition; or (iii) any entity in which any individual described in clauses (i) or (ii) of this definition has a 35% or greater ownership or beneficial interest or, in the case of a partnership or professional corporation, a direct or indirect ownership interest in excess of 5%.

10. ***"Related Party Transaction"***. "Related Party Transaction" means any transaction, agreement or any other arrangement in which a Related Party has a financial interest and in which the Hospital or any Affiliate of the Hospital is a participant.

11. ***"Relative"***. "Relative" of an individual means (i) his or her spouse, or domestic partner, as defined under New York Public Health Law § 2994-a, (ii) his or her ancestors, brothers and sisters (whether whole or half blood), children (whether natural or adopted), grandchildren, great-grandchildren; or (iii) the spouses or domestic partner of his or her brothers, sisters, children, grandchildren, and great-grand- children.

South Nassau®
COMMUNITIES HOSPITAL
where quality matters

Get to Know
South Nassau Communities Hospital

Dear Neighbor,

Our hospital has often been called "the best-kept secret on Long Island." Whether for our excellent physician talent, our compassionate nursing care or our wide range of ambulatory services and community programs, we want you to know why South Nassau should be your choice for health care.

South Nassau is proud to have received four major awards for quality and safety:

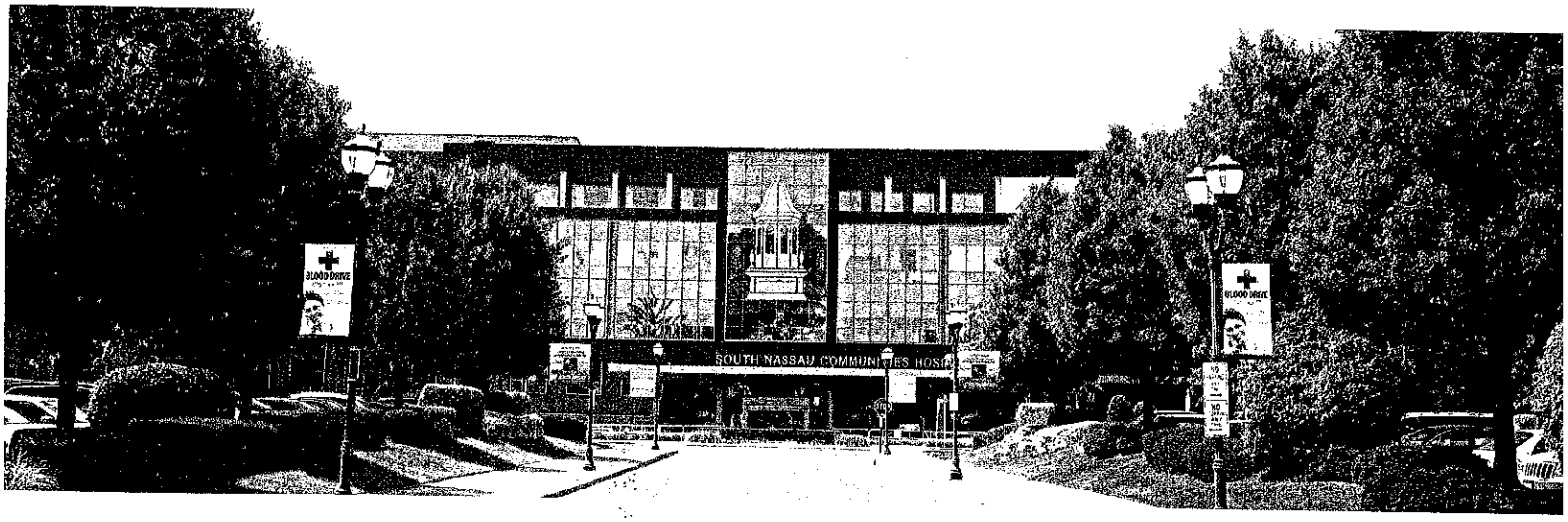
- *Becker's Hospital Review's* 2014 "100 Hospitals with Great Women's Health Programs"
- We are also an ANCC Magnet®-recognized Hospital for superior nursing care, one of only five on Long Island
- We are recognized as a Joint Commission Top Performer on Key Quality Measures®
- and we received the American College of Surgeons' Commission on Cancer's Outstanding Achievement Award

Now that you've discovered the South Nassau secret, get to know us; we hope you'll entrust your care to us the next time you or your family need superior hospital services.

Sincerely,

Richard J. Murphy
President and CEO

SEE INSIDE
for listing of onsite and offsite care offered



Did You Know...

Commission on Cancer® ACCREDITED PROGRAM

MAGNET RECOGNIZED AMERICAN NURSES CREDENTIALING CENTER

BECKER'S Hospital Review 100 Hospitals with Great Women's Health Programs

The Joint Commission Top Performer on Key Quality Measures® 2013
- Heart Attack
- Heart Failure
- Pneumonia
- Surgical Care

South Nassau Ranks Among The Best Hospitals on Long Island

We are South Nassau Communities Hospital, an award-winning, 455-bed, acute care, not-for-profit teaching hospital located in Oceanside, serving the entire South Shore from the Rockaways in Queens to the Massapequas and beyond. Our commitment to quality care is the reason why South Nassau is the only hospital on Long Island to receive the following combination of honors for quality and service excellence:

- **Top Performer on Key Quality Measures®, according to the Joint Commission on Accreditation of Health Care Facilities**
- **Top Nursing Care, according to the American Nurses Credentialing Center's (ANCC) Magnet® recognition**
- ***Becker's Hospital Review's* 2014 "100 Hospitals with Great Women's Health Programs"**
- **American College of Surgeons' Commission on Cancer's Outstanding Achievement Award**

What do these honors mean to the patients and communities we serve?

As a Joint Commission Top Performer on Key Quality Measures, South Nassau can be counted on for the exemplary use of clinical processes that improve care for the treatment of heart attack, heart failure, pneumonia or patients undergoing surgery.

Many patients judge a hospital at least in part on its interactions with its nursing staff, which typically spends the most time caring for patients. In this area, South Nassau's performance has been nationally recognized for outstanding nursing services by the American Nurses Credentialing Center's Magnet award. Magnet recognition demonstrates that nursing at South Nassau is about great practice, excellence in patient care and attention to overall patient needs.

Becker's Hospital Review recently named South Nassau Communities Hospital to its 2014 listing of "100 Hospitals with Great Women's Health Programs" in the United States. This is the third consecutive year South Nassau has been named to the prestigious list.

South Nassau was selected based on its clinical excellence, quality care and awards for women's health services. The list was developed through extensive research and a rigorous review with peer organizations.

South Nassau's cancer program has earned the American College of Surgeons' Commission on Cancer's Outstanding Achievement Award for three consecutive (three-year) survey cycles (2009, 2012, 2015). The Outstanding Achievement Award (OAA) is designed to recognize cancer programs that strive for excellence in demonstrating compliance with the CoC standards and are committed to ensuring high quality cancer care.

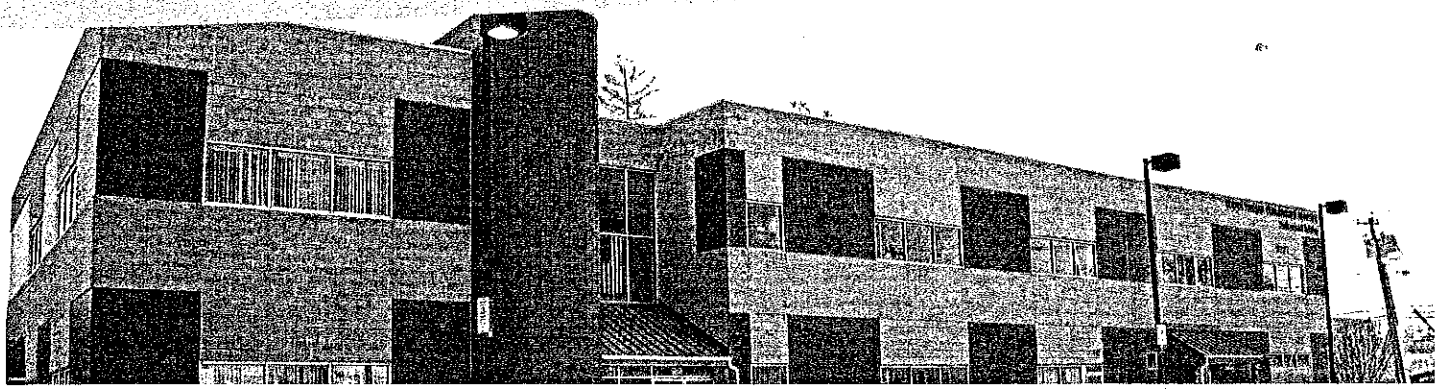
These honors join a multitude of others South Nassau has earned for outstanding quality including: Get With The Guidelines Stroke Gold Plus Quality Achievement Award; Joint Commission Advanced Certification for Primary Stroke Centers; and HomeCare Elite™, listing South Nassau's Home Care as one of the top home health care providers in the United States, for the tenth consecutive year.

Like us http://www.facebook.com/SouthNassau • Follow us http://twitter.com/SouthNassau

Except where noted, models are used in photos and their appearance here is not reflective of a specific disease profile.

09/16

Offsite Services



2277 Grand Avenue, Baldwin

Home Health Care

South Nassau's nationally renowned program provides a comprehensive range of personalized home health care services on a short- or long-term basis. South Nassau is accredited by the Joint Commission, licensed by New York State and certified to participate in Medicare, Medicaid and Blue Cross programs.

HomeCare Elite 2015 TOP AGENCY

For the fifth year running, South Nassau Home Care has earned a spot in the prestigious HomeCare Elite™ list of home health providers in the United States. **Contact: (516) 377-5000**

Community Education Program

Offers lectures, support groups, parenting and health education programs that coincide with the monthly National Health Observance Calendar. Prostate and skin cancer screenings, smoking cessation and weight control programs are provided free of charge. **Contact: (516) 377-5333**

Mental Health Counseling Center

Staffed by professionals in psychiatry, psychology, social work and nursing, the center provides counseling and specialized services for many disorders, including depression, anxiety and childhood emotional disturbances. The center also offers a Partial Hospitalization and Intensive Outpatient Program. **Contact: (516) 377-5400**

Offsite Services

2750 Merrick Road, Bellmore

South Nassau Primary Medical Care at Bellmore, P.C.

Offers comprehensive medical services for adults and adolescents, 18 years or older, including primary care, gynecology, cardiology and weight and life management. **Contact: (516) 409-2000**

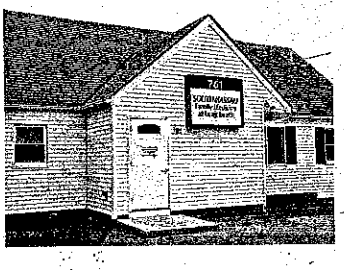
Family Medicine Center

Provides a comprehensive range of services tailored to the individual needs of the patient, from adult medicine and pediatrics, to geriatric and obstetric/gynecologic care, to preventive medicine and urgent health care, regardless of insurance status.

Two Convenient Locations:

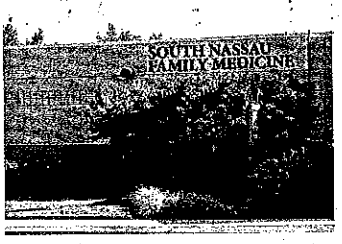
South Nassau FAMILY MEDICINE CENTER at Long Beach

761 Franklin Blvd., Long Beach
(516) 544-2351



South Nassau FAMILY MEDICINE CENTER at Oceanside

196 Merrick Road, Oceanside
(516) 255-8400



3618 Oceanside Road, Oceanside

Outpatient Dialysis Center

Combining advanced medical technology with modern-day amenities, South Nassau's 18-bed state-of-the-art Outpatient Dialysis Center provides expert, compassionate care for people who require hemodialysis. **Contact: (516) 255-8000**

71 Homecrest Court, Oceanside
516-766-6283

Oceanside Counseling Center

Licensed by New York State, the Center provides supportive, skill-building and rehabilitative services for the treatment of alcohol and drug abuse, as well as other compulsive behaviors.

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 **September 1, 2015.**

to: **South Nassau Communities Hospital**

to operate a: **Partial Hospitalization Program**

to be known as: **South Nassau Communities Hospital Partial Hospital Program**

located at: **2277 Grand Avenue**
Baldwin, NY 11510-3148

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: 8:00 a.m. to 4:00 p.m.**

Population Served: **Adults**

Optional Services: **None**

In witness whereof, I have hereunto set my hand on **September 1, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **August 31, 2018**
Operating Certificate Number: **6632320A**

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 **September 1, 2015.**

to: **South Nassau Communities Hospital**

to operate a: **Clinic Treatment Program**

to be known as: **South Nassau Communities Hospital Counseling Center**

located at: **2277 Grand Avenue**
Baldwin, NY 11510-3148

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 Thursday: 8:00 a.m. to 10:00 p.m.**
Friday and Saturday: 8:00 a.m. to 5:00 p.m.

Population Served: **Adults, Adolescents and Children**

Optional Services: **None**

In witness whereof, I have hereunto set my hand on **September 1, 2015**

Keith J. McCarthy, Director
Bureau of Inspection and Certification

Renewal Date: **August 31, 2018**
Operating Certificate Number: **6632101A**

CERTIFICATE NO. 2950001H

PFI NO. 5724

State of New York
Department of Health
Office of Health Systems Management

EFFECTIVE DATE 08/01/97

SITE SPECIFIC

OPERATING CERTIFICATE

EXPIRATION DATE **NONE**

OUTPATIENT PSYCHIATRIC CLINIC
2277 GRAND AVENUE
BALDWIN NY 11510

OPERATOR VOLUNTARY CORPORATION
SOUTH NASSAU COMMUNITIES HOSPITAL
INC

HAS BEEN GRANTED THIS OPERATING CERTIFICATE PURSUANT TO ARTICLE 28 OF THE PUBLIC HEALTH LAW TO OPERATE AN EXTENSION CLINIC AT THE ABOVE SITE FOR THE SERVICE(S) SPECIFIED:

PSYCHIATRIC

****

****

****

ADMINISTRATOR

COMMISSIONER

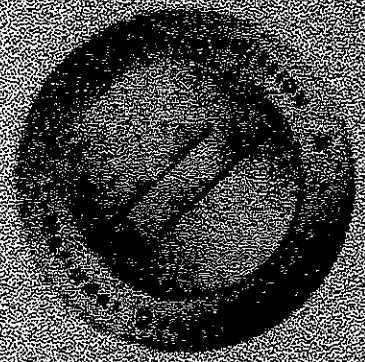
DOH - 5128 (3-93)

THIS CERTIFICATE MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES.

South Nassau Communities Hospital

Oceanside, NY

has been Accredited by



The Joint Commission

Which has received the Commission's seal based on its proved compliance to the

Behavioral Health Care Accreditation Program

August 8, 2014

Accreditation is continuously valid for up to 39 months.

The Joint Commission is an independent, not-for-profit national accrediting organization for quality and safety in health care and other settings. Accreditation is a voluntary process. Information about accredited organizations is provided freely to the public. Consumers may obtain information regarding the accreditation status of behavioral health care organizations by calling The Joint Commission's toll-free hotline or visiting its website (www.jointcommission.org).

AMAX

The Joint Commission

September 5, 2014

Richard Murphy
CEO and President
South Nassau Communities Hospital
1 Healthy Way
Oceanside, NY 11572

Joint Commission ID #: 5843
Program: Behavioral Health Care Accreditation
Accreditation Activity: Unannounced Full Event
Accreditation Activity Completed: 08/08/2014

Dear Mr. Murphy:

The Joint Commission would like to thank your organization for participating in the accreditation process. This process is designed to help your organization continuously provide safe, high-quality care, treatment, and services by identifying opportunities for improvement in your processes and helping you follow through on and implement these improvements. We encourage you to use the accreditation process as a continuous standards compliance and operational improvement tool.

The Joint Commission is granting your organization an accreditation decision of Accredited for all services surveyed under the applicable manual(s) noted below:

- Comprehensive Accreditation Manual for Behavioral Health Care

This accreditation cycle is effective beginning August 08, 2014. The Joint Commission reserves the right to shorten or lengthen the duration of the cycle; however, the certificate and cycle are customarily valid for up to 36 months.

Please visit Quality Check® on The Joint Commission web site for updated information related to your accreditation decision.

We encourage you to share this accreditation decision with your organization's appropriate staff, leadership, and governing body. You may also want to inform the state or regional regulatory services, and the public you serve of your organization's accreditation decision.

Please be assured that The Joint Commission will keep the report confidential, except as required by law. To ensure that The Joint Commission's information about your organization is always accurate and current, our policy requires that you inform us of any changes in the name or ownership of your organization or the health care services you provide.

Sincerely,

Mark Pelletier

Mark G.Pelletier, RN, MS
Chief Operating Officer
Division of Accreditation and Certification Operations

COUNTY OF NASSAU

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

1. Name of the Entity: South Nassau Communities Hospital _____

Address: One Healthy Way_____

City, State and Zip Code: Oceanside, NY 11572 _____

2. Entity's Vendor Identification Number: 1000005535 (NYS Vendor #) 11-1352310

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp X Other (specify) Not-For-Profit

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):

Richard J. Murphy, President and Chief Executive Officer: 23 Hillcrest Road Crystal Brook Park P.O Box 390 Mt. Sinai, NY 11766;

William E. Allison, Chief Operating Officer: 310 Bay Drive Massapequa, NY 11758;

Mark Bogen, Senior Vice President and Chief Financial Officer: 2 Elkland Road Melville, NY 11747

See attached

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

NONE

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.

Of our many affiliates and subsidiaries including Oceanside Counseling Center and various physician practices, the Hospital will be the sole provider for this contract

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: January 9, 2017 Signed: Mark Bogen

Print Name: Mark A. Bogen

Title: Senior Vice President & CFO

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.

Richard J. Murphy, President and Chief Executive Officer 23 Hillcrest Road Crystal Brook Park P.O. Box 390 Mt. Sinai, NY 11766	
William E. Allison, Senior Vice President and Chief Operating Officer 310 Bay Drive Massapequa, NY 11758	
Mark A. Bogen, Senior Vice President and Chief Financial Officer 2 Elkland Road Melville, NY 11747	
Joseph J. Fennessy, CPA, Chairman 188 Willis Court Wantagh, NY 11793	John F. Aloia, M.D. 39 Nassau Boulevard Garden City, NY 11530
Edward Scott, Secretary 47 W. Walnut Street Long Beach, NY 11561	David Bonagura 77 Maple Avenue, Apt. 305 Rockville Centre, NY 11570
Peter C. Breitstone 54 Lloyd Lane Lloyd Harbor, NY 11743	Anthony Cancellieri 506 Raymond Street Rockville Centre, NY 11570
John Catalano 38 Wood Lane Lattington, NY 11560	Marilyn Cohen 1325 Adams Road Hewlett Harbor, NY 11557
Mihai Dimancescu, M.D. 226 Rose Street Freeport, NY 11520	Lowell Frey 85 Redwood Drive East Hills, NY 11576
Jeffrey Frisch, CPA 2494 Walters Court Bellmore, NY 11710	Steven Gold 253 Adams Road Hewlett Harbor, NY 11557
Harry Kassel 1301 Azure Place Hewlett Harbor, NY 11557	Bernard Kennedy 93 Garden City Avenue Point Lookout, NY 11569
Wayne Lipton 130 Broadway Rockville Centre, NY 11570	Harold Mahony, Esq 118 Garfield Place Freeport, NY 11520
Steven Sauer 254 Brower Avenue Rockville Centre, NY 11570	Michael Schamroth 191 Meadowview Ave Hewlett Bay Park, NY 11557
George A. Schieren 357 Everit Avenue Hewlett Harbor, NY 11557	Joel Schneider 142 Cedar Avenue Hewlett Bay Park, NY 11557
Harriett P. Thayer 304 Ocean Avenue Lawrence, NY 11559	Sally Valenti 1011 Highland Street Baldwin, NY 11510

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"), and (ii) **South Nassau Communities Hospital**, [New York State not-for-profit corporation], having it principal office at One Healthy Way, Oceanside, NY 11572 , (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 Thousand Two Hundred dollars ($100,200)** 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**
Local Assistance	001A	$100,200
Total		*$100,200*

[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.

South Nassau Communities Hospital

By: _____

Name: William E. Allison

Title: Senior Vice President and COO

Date: Jan 11, 2017

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)

On the 11th day of January in the year 2017 before me personally came William E. Allison to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the SVP & COO of South Nassau Communities Hospital, 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.

Cynthia A. Gentile

NOTARY PUBLIC

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

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 **South Nassau Communities Hospital.** (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.

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11.

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	**South Nassau Communities Hospital**
By:_____	By: WM E A
Print Name:_____	Print Name: William E Allison
Title: _____	Title: Senior VP & COO
Date:_____	Date: Jan 11, 2017

APPENDIX A - Program Narrative

(Duplicate as Necessary)

APPENDIX A – PROGRAM NARRATIVE 2017
BEHAVIORAL HEALTH SERVICES

Agency Name: South Nassau Communities Hospital

Agency Address: 175 Fulton Ave Hempstead NY 11550

Agency Contact Person: Janet Kahn-Scolaro PhD Telephone: 516-377-5416

Program Name: Mental Health Counseling Center

OASAS/OMH/OPWDD Program Type: Outpatient Counseling

OASAS/OMH/OPWDD Program Code: 2100

Funding Source Code: 001A

1. PROGRAM DESCRIPTION

A. Overall Mission: All behavioral health services provided by South Nassau Communities Hospital are in keeping with the value of the strength of the person, the family and the community in which they live. Treatment interventions are guided by a strength based, solution focused perspective. Services are provided in a respectful manner designed to enhance the person's innate healing capabilities and bring them back to their optimal level of wellness.

B. Program Objectives and Services Provided: To provide evidenced based individual, group, family, and child psychotherapy. In addition, provide effective psychopharmacology services to those patients that can benefit from medication to help manage their symptoms. In 2017 we plan to integrate primary care services into the center to provide full coordination of physical and behavioral health services.

C. Target Population(s) Served: Patients age 5 and up with diagnosable psychiatric conditions. Special consideration is given to patients coming from inpatient psychiatric unit, ED or partial hospital or those that are in crisis. In addition patients who reside in the areas surrounding the center including Hempstead, West Hempstead, Roosevelt, Garden City and Elmont are also given special consideration.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs): SNCH utilizes the MSSI-SA as a screening tool for all adult applicants

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
__x__ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
__x__ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis? __10-15%_____

E. What percentage of your population is maintained on psychotropic medications? ___70%-75%_____

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	___na	33	40
Average # of Clients Served per Month	___na	242	290
Annualized Unduplicated # of Clients	na		
Units of Service	na	690	828
Units of Service (CFR)			
Total Direct Care Service Hours	____na	5650	6780

B. Specialty Count (MH Programs)			
Face-to-Face Contact	_NA	8175	9810
Phone Contact with Client	_____unk_____		
Number of Trainings/Forums	__	25	25
Average # of Attendees Training/Forum	___between 6 - 50		

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:

Global Evaluation of Care: Patient's overall evaluation of their treatment experience. **92% (4th Q= 94%)**

Interpersonal Aspects of Care: Patient's evaluation of how they were treated by the staff. **94% (4th Q= 93%)**

Continuity and Coordination of Care: Patient's perception of aftercare, family involvement and teamwork. **90% (4th Q= 88%)**

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

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:

The clinic utilizes formal assessment process to determine each patient's level of symptoms using the PHQ9 questionnaire.

In 2017, this measure will be repeated at each treatment plan update to determine progress toward goals for patients scoring a 10 or more.

Aggregate outcomes of PHQ9 scores and changes over time will demonstrate the effectiveness of the program as a whole.

In 2017, the SDQ – a measure of child symptoms will be given to each child or family applying for treatment in the clinic. This score will be utilized to determine the appropriate treatment protocol for the family /child. Follow up score will also be measured to measure outcomes and track progress toward goals.

5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Social Worker	7	7
Program Supervisor	1	1
Program Manager	1	1
Psychiatrist	1	2
Director		
Office Coordinator	1	1
Receptionist	2.85	2.85
Clerical	1	2.5
Behavioral Health Integrated specialist		1
Medical provider (MD,DO, NP		2
RN/LPN		1.5
Medical assistant		1

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	**$25,038**	**$25,050**
County Funding*	**$25,038**	**$25,050**
Agency Contribution (LA only)		
Total Deficit Funding		
Surplus (or Deficit)		

APPENDIX A – PROGRAM NARRATIVE 2017
BEHAVIORAL HEALTH SERVICES

Agency Name: South Nassau Communities Hospital

Agency Address: 2277 Grand Avenue

Agency Contact Person: Janet Kahn-Scolaro PhD Telephone: 516-377-5416

Program Name: Mental Health Counseling Center

OASAS/OMH/OPWDD Program Type: Outpatient Counseling

OASAS/OMH/OPWDD Program Code: 2100

Funding Source Code: 001A

1. PROGRAM DESCRIPTION

A. Overall Mission: All behavioral health services provided by South Nassau Communities Hospital are in keeping with the value of the strength of the person, the family and the community in which they live. Treatment interventions are guided by a strength based, solution focused perspective. Services are provided in a respectful manner designed to enhance the person's innate healing capabilities and bring them back to their optimal level of wellness.

B. Program Objectives and Services Provided: To provide evidenced based individual, group, family, and child psychotherapy. In addition, provide effective psychopharmacology services to those patients that can benefit from medication to help manage their symptoms.

C. Target Population(s) Served: Patients age 5 and up with diagnosable psychiatric conditions. Special consideration is given to patients coming from inpatient psychiatric unit, ED or partial hospital or those that are in crisis. In addition patients who reside in the areas surrounding the center including Baldwin, Oceanside, Rockville Centre, Freeport, Merrick Long Beach and Island Park are also given special consideration.

2. PROGRAM DEVELOPMENT

A. List the screening tool used in the identification of co-occurring disorders (may not be applicable for family support programs): SNCH utilizes the MSSI-SA as a screening tool for all adult applicants

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
__x__ Parents/caregivers are routinely and regularly included in screening/assessment/ admission of adolescent clients
__x__ Staff uses and documents a client-centered, strength-based treatment approach

D. What percentage of your population has both MH and CD Axis diagnosis? __10-15%_____

E. What percentage of your population is maintained on psychotropic medications? ___70%-75%_____

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	150	160	160
Annualized Unduplicated # of Clients	1200	1320	1320
Average # of Clients Served per Month	2250	2475	2475
Units of Service	44500	44695	44695
Units of Service (CFR)			
Total Direct Care Service Hours	29,000	35500	35500

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:

Patient satisfaction survey in 2016 achieved an overall positive score of

Global Evaluation of Care: Patient's overall evaluation of their treatment experience. **92% (4th Q= 94%)**

Interpersonal Aspects of Care: Patient's evaluation of how they were treated by the staff. **94% (4th Q= 93%)**

Continuity and Coordination of Care: Patient's perception of aftercare, family involvement and teamwork. **90% (4th Q= 88%)**

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

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:

The clinic utilizes formal assessment process to determine each patient's level of symptoms using the PHQ9 questionnaire.

In 2017, this measure will be repeated at each treatment plan update to determine progress toward goals for patients scoring a 10 or more.

Aggregate outcomes of PHQ9 scores and changes over time will demonstrate the effectiveness of the program as a whole.

In 2017, the SDQ – a measure of child symptoms will be given to each child applying for treatment in the clinic. This score will be utilized to determine the appropriate treatment protocol for the family /child. Follow up score will also be measured to measure outcomes and track progress toward goals.

5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Social Worker	19	19
Program Supervisor	4	4
Program Manager	2	2
Psychiatrist	4.8	5.3
Director	1	1
Office Manager	1	1
Receptionist	3.35	3.35
Clerical	9	9
Activity Therapist	.17	.2
NP	1	1.5

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	**$25,038**	**$25,050**
County Funding*	**$25,038**	**$25,050**
Agency Contribution (LA only)		
Total Deficit Funding		
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:

   William E. Allison (Name)
   1 Healthy Way Oceanside, NY 11572 (Address)
   516-632-3939 (Telephone Number)

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

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

   _____
   _____
   _____
   _____
   _____
   _____
   _____
   _____

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

_____

_____

_____

_____

_____

_____

_____

_____

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.

Jan 11, 2017

Dated

Signature of Chief Executive Officer

William E. Allison

Name of Chief Executive Officer

Sworn to before me this

11th day of January, 2017.

Cynthia A. Gentile

Notary Public

CYNTHIA A. GENTILE
NOTARY PUBLIC, State of New York
No. 01GE6197827
Qualified in Nassau County
Commission Expires December 8, 2020

Nassau County Human Services
Universal Budget Form

Return to Face Sheet

Contract # 0

Contract Name: South Nassau Communities Hospital

Program Name: Mental Health Counseling Center

2017

Select Line To Work On Here

Budget Summary

	Line #	Expense type	Total $
	1a	Salary	$4,884,027
Work on Salary and Fringe	1b	Fringe	$1,024,034
	1 Total	Personnel (Salary plus Fringe)	$5,908,061
Work on Line 2	2	Consultant(s)	$0
Work on Line 3	3	Travel / Per Diem / Transportation	$4,514
Work on Line 4	4	Equipment	$2,186
Work on Line 5	5	Supplies	$22,989
Work on Line 6	6	Contractual Services	$123,704
Work on Line 7	7	Rent/Utilities	$339,037
Work on Line 8	8	Department Specific Costs	$188,068
Work on Line 9	9	Other Costs	$1,774
Work on Line 10	10	Administrative Overhead	$902,085
		Gross Expenditures (Lines 1 – 10)	$7,492,418
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	$6,891,798
		Net Budget Total (Lines 1 – 10 minus line 11)	$600,620
Agency Contribution		Agency Contribution / Non funded	$500,420
		Net Contract Total (Net Budget Total minus Agency Contribution)	$100,200

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval Jim Dolan (SW) 6/28/17

Fiscal Approval [illegible]

Program Head Approval B Hall

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 $
NY State CFR code 320		Physician - M.D.	6.85	$1,385,312	$290,458	$1,675,770
NY State CFR code 321		Psychologist (Licensed)	3.53	$301,129	$63,138	$364,267
NY State CFR code 323		Psychology Worker / Other Behavioral Worker	0.64	$11,378	$2,386	$13,764
NY State CFR code 324		Social Worker, Licensed	28.75	$2,004,253	$420,232	$2,424,485
NY State CFR code 501		Program or Site Director	0.75	$102,869	$21,569	$124,438
NY State CFR code 505		Office Worker	23.22	$1,066,783	$223,672	$1,290,455
NY State CFR code 590		Other Program Administration Staff	0.21	$12,303	$2,580	$14,883
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
						$0
Line 1 Total		n/a	n/a	$4,884,027	#######	$5,908,061

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 equivalent; annual salary; and/or hourly wage rate. If salary other than 100% of FTE note salary amount in description
3. All Direct Personnel Costs or Allocations are to be included in this section, not in Other.
4. Hourly Workers: Note hourly wage and number of hours worked in comments. Salary = Wage x Hours.
5. Fringe may be allocated or reported as a lump sum. Check with the department.
6. For FTE: Enter in the whole number if FTE represents the number of people (e.g., 3.5 staff). Enter a decimal if FTE represents a percentage of a person's salary and fringe (e.g., .5 for 50% of salary and fringe).

Return to Summary Page

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:	South Nassau Communities Hospital	
Address:	2277 Grand Avenue, Baldwin, NY 11516	
Program Type:	Clinic Treatment	
Program Liaison:	Diana Johnson	
OMH/OASAS/OPWDD Licensed:		Yes
NCOMHCDDDS Reviewed Within Past 12 Months:		Yes
Date Reviewed:	1/17/2017	
Performance Outcomes Reviewed:	Program have met goals as outlined 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: 1/18/17

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/22/2017

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

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

PRODUCER
Dubraski & Associates
210 Haven Avenue
Scotch Plains, NJ 07076

CONTACT NAME: Sharon Scheuermann
PHONE (A/C, No, Ext): 908-939-8044 FAX (A/C, No):
E-MAIL ADDRESS: sscheuermann@dubraski.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Self Insured	N/A
INSURER B: Zurich American Insurance Company	16535
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
South Nassau Communities Hospital
One Healthy Way
Oceanside NY 11572

COVERAGES CERTIFICATE NUMBER: 36276069 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	✓ COMMERCIAL GENERAL LIABILITY			Self Insured	6/24/2017	6/24/2018	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 1,500,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	✓ UMBRELLA LIAB / OCCUR			HPC-5932335-04	6/24/2017	6/24/2018	EACH OCCURRENCE	$ 20,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 20,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			Self Insured	6/24/2017	6/24/2018	Each Occurrence	$1,000,000
							Aggregate	$2,000,000

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

The County of Nassau is named as an additional insured as respects to General Liability only
The Umbrella Liability coverage sits above the General Liability coverage only.

CERTIFICATE HOLDER

Nassau County Department of Human Services
60 Charles Lindbergh Blvd.
Suite 200
Uniondale NY 11553-3687

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
Michael Christian

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STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only) South Nassau Communities Hospital One Healthy Way Oceanside, NY 11572	1b. Business Telephone Number of Insured 516-632-4654 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 111352310
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 First Unum Life Insurance Company 3b. Policy Number of entity listed in box "1a": 469862 3c. Policy effective period: 01/01/2017 to 12/31/2017

4. Policy covers:

a. ☒ All of the employer's employees eligible under the New York Disability Benefits Law

b. ☐ Only the following class or classes of the employer's employees:

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

Date Signed 06/29/2017 By Kimberly Dye Digitally signed by kdye@unum.com Date: 2017.06.29 09:47:21 -04'00'

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

Telephone Number 1-800-ASK-UNUM Title DBL Specialist

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

If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, 328 State Street, Schenectady, NY 12305.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

State Of New York
Workers' Compensation Board

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

Date Signed_____ By_____

(Signature of NYS Workers' Compensation Board Employee)

Telephone Number_____ Title_____

Please Note: *Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2". ***This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".***

Please Note: Upon the cancellation of the disability benefits 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 NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

DISABILITY BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

NYSIF New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 111352310
RISK MANAGEMENT PLANNING GROUP
A YORK RISK SERVICES GROUP CO
90 MERRICK AVE SUITE 205
EAST MEADOW NY 11554

Scan to Validate

POLICYHOLDER	CERTIFICATE HOLDER
SOUTH NASSAU COMMUNITIES HOSPITAL ATTN: FINANCE DEPT. ONE HEALTHY WAY OCEANSIDE NY 11572	NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, 60 CHARLES LINDBERGH BLVD., SUITE 200 UNIONDALE NY 11553-3687

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
H 511 529-0	596554	01/30/2017 TO 01/30/2018	6/29/2017

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 511 529-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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

NEW YORK STATE INSURANCE FUND

Sherwin Taylor

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 530404415