

## NIFS ID:CLHS19000008 Department: Human Services

Capital:

SERVICE: Chemical Dependency

Contract ID #:CQHS18000115

NIFS Entry Date: 21-MAR-19

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

Amendment	
Time Extension:	
Addl. Funds:X	
Blanket Resolution:	
RES# None	

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: New Horizon Counseling	Vendor ID#: 112593090
Center	
Address: 108-19 Rockaway Blvd	Contact Person: Donna Depiola
Ozone Park, NY 11420	
	Phone: 516-239-1945

Department:		
Contact Name: Donnie Eng		
Address: 60 Charles Lindbergh Blvd		
Suite 200		
Uniondale, NY 11553		
Phone: 516-227-8957	<b>3</b>	
	U S	
	7	~<
	<b>5</b>	

## **Routing Slip**

Department	NIFS Entry: X	22-MAR-19 DENG
Department	NIFS Approval: X	22-MAR-19 RANDERSON
DPW	Capital Fund Approved:	
ОМВ	NIFA Approval: X	04-APR-19 CNOLAN
ОМВ	NIFS Approval: X	22-MAR-19 NGUMIENIAK
County Atty.	Insurance Verification: X	22-MAR-19 NSARANDIS
County Atty.	Approval to Form: X	22-MAR-19 MMISRA
СРО	Approval: X	08-APR-19 KOHAGENCE

DCEC	Approval: X	08-APR-19 JCHIARA
Dep. CE	Approval: X	10-APR-19 KROSE-LOUDER
Leg. Affairs	Approval/Review: X	19-APR-19 JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## **Contract Summary**

**Purpose:** The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else; s substance abuse.

Method of Procurement: The Department contracts with a group of agencies, all of whom are NYS Office of Alcoholism and Substance Abuse Services (OASAS) licensed not-for-profit organizations. Each agency in the latter group is utilized by the Department. Every agency is program is evaluated at least annually by the Department and OASAS regarding efficiency, productivity and license renewal. The funding for each program is determined according to a State aid authorization schedule provided to the Department by OASAS.

**Procurement History:** The not for profit agency delivering these services is part of a cadre of specialized substance abuse/chemical dependency (Drugs & Alcohol) treatment providers who have maintained a multi-year service delivery relationship with the Department.

**Description of General Provisions:** The program provides intake assessment, individual and group counseling to adolescents, families and significant others as well as the identified substance abuser.

Impact on Funding / Price Analysis: This program is funded by NYS-OASAS.

Change in Contract from Prior Procurement: None.

Recommendation: (approve as submitted)

### **Advisement Information**

BUDGET CODES				
Fund:	GRT			
Control:	F1			
Resp:	F100			
Object:	DE511			
Transaction:	109			
Project #:				
Detail:				

	RENEWAL	
%		
Increase		
%		
Decrease		

FUNDING SOURCE	AMOUNT
Revenue	
Contract;	
County	\$ 0.00
Federal	\$ 0.00
State	\$ 5,855.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 5,855.00

LINE	INDEX/OBJECT CODE	AMOUNT
		\$ 0.00
2	BHGRTF100FSA/X 8/DE511	\$ 5,855.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 5,855.00

## NIFA Nassau County Interim Finance Authority

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

1.	٧	endo	or:	New	Hor	izon	Counsel	ing	Cent	ter
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2. Dollar amount requiring NIFA approval: \$5855

Amount to be encumbered: \$5855

This is a Amendment

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

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

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

#### 3. Contract Term: 2018

Has work or services on this contract commenced? Y

If yes, please explain: Additional State aid funding

#### 4. Funding Source:

General Fund (GEN)	X Grant Fund (GRT)		
Capital Improvement Fund (CAP)		Federal %	0
Other		State %	100
		County %	0
Is the cash available for the full amount of the cor	ntract?	Y	
	macr.	Ť	
If not, will it require a future borrowing?		N	
Has the County Legislature approved the borrow	ng?	N/A	
Has NIFA approved the borrowing for this contract	ot?	N/A	

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

The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else¿s substance abuse.

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

Nassau County Attorney as to form

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
CQHS18000115	30-MAR-18	493,771.00

#### **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 and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberation s.

CNOLAN 04-APR-19
Authenticated User Date

#### **COMPTROLLER'S OFFICE**

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Authenticated User Date

NIFA

Amount being approved by NIFA: \_

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

Authenticated User Date

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

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

NIFA reserves the right to request additional information as needed.

#### RULES RESOLUTION NO. – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN
SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL
DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES,
AND NEW HORIZON COUNSELING CENTER ("NEW HORIZON")

WHEREAS, the County has negotiated an amendment to a personal services agreement with New Horizon to provide behavioral 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 authorize the County Executive to execute said amendment to the agreement with New Horizon.



#### 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: New Horizon Counseling Center
CONTRACTOR ADDRESS: 108-19 Rockaway Blvd, Ozone Park, NY 11420
FEDERAL TAX ID #: <u>11-2593090</u>
<u>Instructions:</u> Please check the appropriate box ("\overline") 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
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.

The cor	ntract was	originally exectontract, or an arattached).	uted by Nass	sau County on	March 30, 201	8. This is	a renewal or ex	
of the c a satisf	ontractor's actory eva	hod, i.e., RFP, the sperformance for luation, the deputeract with the contract	or any contra artment mus	ct to be renewe	ed or extended.	. If the cont	most recent ev tractor has not i	received
were s	solicited	nt to Executive and received proposals rec	d. The atta	iched memo	randum fro	om the d	epartment l	
	A. The co	ontract has been	awarded to	the proposer of	fering the low	est cost pro	oposal; OR:	
	was award of the unic	tached memorar led to other than que skills and ex roposer has beer	the lowest-c perience, the	ost proposer. I e specific reaso	The attachment ns why a prope	includes a osal is deen	specific deline ned superior, a	ation
memo	randum	nt to Execu from the dep proposals.					•	
	submitted sole source obtained. to the low proposer's	are only one of proposals. The e provider of the lf two proposals rest cost proposes unique and speciate and timel	memorandure personal so were obtained by the control of the contro	m describes hervice needed ed, the memora e selected proj	ow the contra- or explains wh andum explains ooser offered the	ctor was do y only two s that the co he higher o	etermined to be proposals countract was awa	e the ald be arded l, the
		emorandum exp ork State grant,				•		
	required no	ant to General Methrough a scope of the ter	New Yor	rk State ( the attached r	Office of	General	Services cor	ntract
		nt to General N hrough an inter-	-		9-0, the depar	tment is p	urchasing the	services

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.

<u>Instructions with respect to Sections VIII, IX and X:</u> 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.

<u>In addition</u>, if this is a contract with an individual or with an entity that has only one or two employees: 

a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> 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. 01/18



#### **COUNTY OF NASSAU**

#### POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?
YES NO X If yes, to what campaign committee?
2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.
The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.
The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Electronically signed and certified at the date and time indicated by: Herrick Lipton [DDEPIOLA@NHCC.US]

Dated:	01/08/2019 05:17:09 PM	Vendor:	New Horizon Counseling Center, Inc.
		Title:	Chief Executive Officer

#### 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

Date of bi	$\pi$ n: 12	/09/1942	2				****
Home add	dress: 57	0 Broad	way, Apt. 32B	····			
City: Ly				State:	NY	Zip Code:	11563
Business		NA		****			
City: NA	4			State:	NY	Zip Code:	11420
Telephone		6) 561-	4963				
Other pres	sent addres	ss(es):				94	·········
City:		. ,		State:		Zip Code:	
Telephone	ə:		* *****			· · ·	****
List of oth	er address	es and t	elephone numb	ers attached		1.17.1	
President Chairman				Treas	urer holder		
Chief Exe		er —		Secre	tary	07/01/2013	
Chief Exe	ncial Office	er			tary	07/01/2013	
Chief Exe Chief Fina Vice Presi (Other)	ncial Office dent	_	st in the busine If Yes, provide	Secre Partne ss submitting the q	tary er		
Chief Exec Chief Fina Vice Presi (Other)	ncial Office dent ve an equi	ty intere		Secre Partne ss submitting the q	tary er		
Chief Exer Chief Fina Vice Presi (Other) Do you ha YES	ncial Office dent ve an equi	ty intere	If Yes, provide	Secre Partne ss submitting the q details.	tary er uestionnaire?		
Chief Exec Chief Fina Vice Presi (Other)  Do you ha YES  Are there	ncial Office dent ve an equi NO any outstar	y intere X	If Yes, provide	Secre Partne ss submitting the q details.	tary er uestionnaire? of security or l	lease or any other typ	De of
Chief Exec Chief Fina Vice Presi (Other)  Do you ha YES  Are there contribution	ve an equi NO any outstar	ty intere  X  Inding loss whole o	If Yes, provide ans, guarantees r in part betwee	Secre Partne ss submitting the q details. or any other form on you and the busi	tary er uestionnaire? of security or l		pe of
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Chief Exec Chief Fina Vice Presi (Other)  Do you ha YES  Are there contribution	ve an equi NO any outstar	ty intere  X  Inding loss whole o	If Yes, provide ans, guarantees r in part betwee	Secre Partne ss submitting the q details. or any other form on you and the busi	tary er uestionnaire? of security or l	lease or any other typ	De of
Chief Exec Chief Fina Vice Presi (Other)  Do you ha YES  Are there contribution	ve an equi NO any outstar	ty intere  X  Inding loa whole o	If Yes, provide ans, guarantees r in part betwee If Yes, provide	Secre Partners ss submitting the q details. s or any other form on you and the busi details.	tary uestionnaire? of security or l ness submittir	lease or any other typing the questionnaire?	
Chief Exec Chief Fina Vice Presi (Other)  Do you ha YES  Are there contribution YES  Within the	ve an equi NO any outstar n made in NO past 3 yea	ty intere  X  Inding loa whole o  X  rs, have	If Yes, provide ans, guarantees r in part betwee If Yes, provide you been a pri	Secreing Partners Secreing Partners Secreing Partners Secreing Sec	tary uestionnaire? of security or l ness submittir	lease or any other typ	
Chief Exec Chief Fina Vice Presi (Other)  Do you ha YES  Are there contribution YES  Within the	ve an equi NO any outstar n made in NO past 3 yea	ty intere  X  Inding loa whole o  X  rs, have	If Yes, provide ans, guarantees r in part betwee If Yes, provide	Secre Partner ss submitting the quedetails. s or any other formen you and the busice details. ncipal owner or officier?	tary uestionnaire? of security or l ness submittir	lease or any other typing the questionnaire?	

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.

	le past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 hich 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 an explanation of the circumstances and corrective action taken.
b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
C.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
been last 7 years initia YES all qu	e any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 is ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever ted?  NO X If 'Yes', provide details for each such instance. (Provide a detailed response to destions check "Yes". If you need more space, photocopy the appropriate page and attached it to the tionnaire.)
9. a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
c.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
be pr to in	addition to the information provided in response to the previous questions, in the past 5 years, have you een the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local rosecuting or investigative agency and/or the subject of an investigation where such investigation was related activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed a response to Question 5?  ES NO X If yes, provide an explanation of the circumstances and corrective action taken.
to ty ag	addition to the information provided, in the past 5 years has any business or organization listed in response Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other the of investigation by any government agency, including but not limited to federal, state, and local regulatory gencies while you were a principal owner or officer?  ES NO X If yes, provide an explanation of the circumstances and corrective action taken.
ha lic	the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 ad any sanction imposed as a result of judicial or administrative proceedings with respect to any professional cense held?  ES NO X If yes, provide an explanation of the circumstances and corrective action taken.
sta	or the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, ate or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO X If yes, provide an explanation of the circumstances and corrective action taken.

Page 3 of 4

I, Geri DiDomenico , hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.
I, Geri DiDomenico , hereby certify that I have read and understand all the
items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring
after the submission of this form; and that all information supplied by me is true to the best of my knowledge,
information and belief. I understand that the County will rely on the information supplied in this form as additional
inducement to enter into a contract with the submitting business entity.
CERTIFICATION
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS
QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE
WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.
THE TALLE OF TEMENT TO ORDINANCE OF PARCES.
New Horizon Counseling Center, Inc.
Name of submitting business
Electronically signed and certified at the date and time indicated by:
Geri DiDomenico [DDEPIOLA@NHCC.US]
Board Secretary of NHCC
Title
TRIC
02/15/2019 11:21:11 AM
Date

#### **PRINCIPAL QUESTIONNAIRE FORM**

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

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

Н	ate of birth:	12/01/19					
		12/01/13	40	÷ <del></del>	*****		
Ci	ome address:	7 Arbor S	Street				
-	ity: Great Ne	eck		State:	NY	Zip Code:	11021
В	usiness Addre	ss: Re	tired			<u> </u>	*****
Ci	ity: <u>NA</u>			State:	NY	Zip Code:	11420
Τe	elephone:	(718) 849	5-2620			<del></del>	
O.	ther present a	ddress(es):					
	ity:			State:		Zip Code:	
Τe	elephone:			· · · · · · · · · · · · · · · · · · ·		· ·	
Li	st of other ado	dresses and	telephone numbe	rs attached			
Р	ositions held ir	n submitting	g business and star	ting date of each (	check all appl	licable)	
Pr	esident		01/01/1981	Treasu	rer		
	hairman of Bo	ard	0170171001	Shareh			·
	hief Exec. Office			Secreta		<del></del>	
	hief Financial (			Partnei	-	<del></del>	
		·		1 di di loi			
- V I	ce President						
(C	ce President Other)	aquity into	root in the business		on attenue also O		
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O C C C C C C C C C C C C C C C C C C C	o you have an ES Note there any ountribution made ithin the past 3	utstanding I de in whole NO X	If Yes, provide of oans, guarantees of or in part between If Yes, provide o	or any other form of you and the busing details.	of security or longer	ease or any other typg the questionnaire?	
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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.

Page 1 of 4

7.	In the	past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 ich 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 an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action
	c.	taken.  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 an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
8.	been to last 7 years initiated YES all que	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or he subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever d?  NO X If 'Yes', provide details for each such instance. (Provide a detailed response to estions check "Yes". If you need more space, photocopy the appropriate page and attached it to the onnaire.)
9.	a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
been prose to ac	Idition to the information provided in response to the previous questions, in the past 5 years, have you not the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local ecuting or investigative agency and/or the subject of an investigation where such investigation was related ctivities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed sponse to Question 5?  NO X If yes, provide an explanation of the circumstances and corrective action taken.
to Qu type	Idition to the information provided, in the past 5 years has any business or organization listed in response uestion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other of investigation by any government agency, including but not limited to federal, state, and local regulatory notes while you were a principal owner or officer?  NO X If yes, provide an explanation of the circumstances and corrective action taken.
had a	e past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 any sanction imposed as a result of judicial or administrative proceedings with respect to any professional se held?  NO X If yes, provide an explanation of the circumstances and corrective action taken.
For the state	he past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO X If yes, provide an explanation of the circumstances and corrective action taken.

Page **3** of **4** Rev. 3-2016

I, Gary Goldstein , willfully or fraudulently made in connection with this form may	hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form may any affiliated entities non-responsible, and, in addition, may so	result in rendering the submitting business entity and/or ubject me to criminal charges.
I, Gary Goldstein , items contained in this form; that I supplied full and complete knowledge, information and belief; that I will notify the County after the submission of this form; and that all information suppinformation and belief. I understand that the County will rely o inducement to enter into a contract with the submitting busine	in writing of any change in circumstances occurring blied by me is true to the best of my knowledge, n the information supplied in this form as additional
CERTIFICATION  A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAU QUESTIONNAIRE MAY RESULT IN RENDERING THE SUB WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	MITTING BUSINESS ENTITY NOT RESPONSIBLE , AND, IN ADDITION, MAY SUBJECT THE PERSON
New Horizon Counseling Center, Inc.	
Name of submitting business	
Electronically signed and certified at the date and time indicated Gary Goldstein [DDEPIOLA@NHCC.US]	ed by:
Board President of NHCC	
Title	
02/15/2019 11:16:28 AM	
Date	

Page 4 of 4

#### 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

City: Lawrence Business Address: 108 City: Ozone Park Telephone: (718) 845 Other present address(es): City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	eway Road  -19 Rockaway Blvd.  -2620  telephone numbers atta business and starting d  07/01/2015		ck all applicab	Zip Code: Zip Code: Zip Code:	11559
City: Lawrence Business Address: 108 City: Ozone Park Telephone: (718) 845 Other present address(es): City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	-19 Rockaway Blvd.  -2620 telephone numbers attabusiness and starting d	State: NY State: NY State:  ached ate of each (ched Treasurer Shareholde Secretary	ck all applicab	Zip Code: Zip Code:	
Business Address: 108 City: Ozone Park Telephone: (718) 845 Other present address(es): City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	telephone numbers attabusiness and starting d	State: NY State: NY State:  ached ate of each (ched Treasurer Shareholde Secretary	ck all applicab	Zip Code: Zip Code:	
City: Ozone Park Telephone: (718) 845 Other present address(es): City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	telephone numbers attabusiness and starting d	State:  ached  ate of each (ched  Treasurer  Shareholde  Secretary	ck all applicab	Zip Code:	11420
Telephone: (718) 845 Other present address(es): City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	telephone numbers attabusiness and starting d	State:  ached  ate of each (ched  Treasurer  Shareholde  Secretary	ck all applicab	Zip Code:	11420
Other present address(es): City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	telephone numbers attabusiness and starting d	ate of each (ched Treasurer Shareholde Secretary			
City: Telephone: List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	business and starting d 07/01/2015	ate of each (ched Treasurer Shareholde Secretary			
Telephone: List of other addresses and  Positions held in submitting  President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	business and starting d 07/01/2015	ate of each (ched Treasurer Shareholde Secretary			
List of other addresses and Positions held in submitting President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interest	business and starting d 07/01/2015	ate of each (chec Treasurer Shareholde Secretary		ole)	
Positions held in submitting  President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interes	business and starting d 07/01/2015	ate of each (chec Treasurer Shareholde Secretary		ble)	
President Chairman of Board Chief Exec. Officer Chief Financial Officer Vice President (Other)  Do you have an equity interes	07/01/2015	Treasurer Shareholde Secretary		ole)	
YES NO X	est in the business subn		onnaire?		
Are there any outstanding locontribution made in whole of YES NO X	pans, guarantees or any or in part between you a If Yes, provide details	and the business	curity or lease submitting the	e or any other type e questionnaire?	oe of
Within the past 3 years, hav other than the one submittin YES NO X	e you been a principal og g the questionnaire? If Yes, provide details		f any busines	ss or notfor-profit	organiza

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.

٠.		ich 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 an explanation of the circumstances and corrective action taken.
	b.	Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	c.	Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	d.	Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
8.	been tast 7 years initiate YES all que	any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever ed?  NO X If 'Yes', provide details for each such instance. (Provide a detailed response to estions check "Yes". If you need more space, photocopy the appropriate page and attached it to the onnaire.)
9.	a.	Is there any felony charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	b.	Is there any misdemeanor charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	C.	Is there any administrative charge pending against you?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	d.	In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
	e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.

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

I, Herrick Lipton willfully or fraudulently made in connection with this form ma	, hereby acknowledge that a materially false statement
any affiliated entities non-responsible, and, in addition, may	subject me to criminal charges.
I, Herrick Lipton items contained in this form; that I supplied full and complete knowledge, information and belief; that I will notify the Count after the submission of this form; and that all information sup information and belief. I understand that the County will rely inducement to enter into a contract with the submitting busin	y in writing of any change in circumstances occurring plied by me is true to the best of my knowledge, on the information supplied in this form as additional
CERTIFICATION  A MATERIALLY FALSE STATEMENT WILLFULLY OR FRA QUESTIONNAIRE MAY RESULT IN RENDERING THE SUI WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS MAKING THE FALSE STATEMENT TO CRIMINAL CHARG	BMITTING BUSINESS ENTITY NOT RESPONSIBLE S, AND, IN ADDITION, MAY SUBJECT THE PERSON
New Horizon Counseling Center. Inc.  Name of submitting business	
Electronically signed and certified at the date and time indicated Herrick Lipton [DDEPIOLA@NHCC.US]	ated by:
CEO	
Title	
02/14/2019 02:51:29 PM Date	

#### PRINCIPAL QUESTIONNAIRE FORM

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

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

	gal Mashall		
	4/1966		
Home address: 65 C	edar Drive		
City: Great Neck		State: NY	Zip Code: 11020
Business Address:	108-19 Rockaway Blvd.		
City: Ozone Park		State: NY	Zip Code: 11580
Telephone: (718)	) 845-2620		•
Other present address	(es):		
City:		State:	Zip Code:
Telephone:		·············	<u> </u>
List of other addresses	and telephone numbers atta	ched	
Positions held in submi	itting business and starting da	ite of each (check all ap	oplicable)
President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			
Type	Description		Start Date
Type Other	Description Chief Administrative	e Officer	Start Date 07/01/0015
Other	Chief Administrative		07/01/0015
Other  Do you have an equity	Chief Administrative interest in the business subm	itting the questionnaire	07/01/0015
Other	Chief Administrative	itting the questionnaire	07/01/0015
Other  Do you have an equity	Chief Administrative interest in the business subm	itting the questionnaire	07/01/0015
Other  Do you have an equity YES NO	interest in the business subm  X If Yes, provide details.	itting the questionnaire	7
Other  Do you have an equity YES NO  Are there any outstandi	interest in the business subm  X If Yes, provide details.  ing loans, guarantees or any	itting the questionnaire	7 lease or any other type of
Other  Do you have an equity YES NO  Are there any outstandicontribution made in when	interest in the business submar X If Yes, provide details.  In the business submar X If Yes, provide details.  If Yes, provide details.	itting the questionnaire other form of security on and the business submitt	7 lease or any other type of
Other  Do you have an equity YES NO  Are there any outstandi	interest in the business subm  X If Yes, provide details.  ing loans, guarantees or any	itting the questionnaire other form of security on and the business submitt	7 lease or any other type of
Other  Do you have an equity YES NO  Are there any outstandicontribution made in when	interest in the business submar X If Yes, provide details.  In the business submar X If Yes, provide details.  If Yes, provide details.	itting the questionnaire other form of security on and the business submitt	7 lease or any other type of
Other  Do you have an equity YES NO  Are there any outstandi contribution made in wheelers NO  YES NO	Chief Administrative interest in the business submax. If Yes, provide details. If Yes, guarantees or any nole or in part between you at X. If Yes, provide details.	itting the questionnaire other form of security or nd the business submitt	7 lease or any other type of ing the questionnaire?
Other  Do you have an equity YES NO  Are there any outstandi contribution made in whyes NO  Within the past 3 years	interest in the business submax If Yes, provide details.  If Yes, provide details.  If Yes, provide or any note or in part between you at X If Yes, provide details.	itting the questionnaire other form of security or nd the business submitt	7 lease or any other type of ing the questionnaire?
Other  Do you have an equity YES NO  Are there any outstandi contribution made in wh YES NO  Within the past 3 years other than the one subr	Chief Administrative interest in the business submax If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  A have you been a principal of mitting the questionnaire?	itting the questionnaire of the form of security or and the business submitted when or officer of any business of any business.	7 lease or any other type of ing the questionnaire?
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Other  Do you have an equity YES NO  Are there any outstandi contribution made in wh YES NO  Within the past 3 years other than the one subr	Chief Administrative interest in the business submax If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  A have you been a principal of mitting the questionnaire?	itting the questionnaire of the form of security or and the business submitted when or officer of any business of any business.	7 Price of the distribution of the distributio
Other  Do you have an equity YES NO  Are there any outstandi contribution made in whyes NO  Within the past 3 years other than the one subr YES NO	Chief Administrative interest in the business submax If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  A have you been a principal of mitting the questionnaire?  X If Yes, provide details.	itting the questionnaire of the form of security or and the business submitted wher or officer of any business of any business.	7 lease or any other type of ing the questionnaire?
Other  Do you have an equity YES NO  Are there any outstandi contribution made in wh YES NO  Within the past 3 years other than the one subr YES NO  Has any governmental	interest in the business submax If Yes, provide details.  A lif Yes, provide details.  If Yes, provide details.  If Yes, provide details.  If Yes, provide details.	itting the questionnaire of the form of security or and the business submitted wher or officer of any business of any business.	7 lease or any other type of ing the questionnaire?
Other  Do you have an equity YES NO  Are there any outstandi contribution made in wh YES NO  Within the past 3 years other than the one subr YES NO  Has any governmental	Chief Administrative interest in the business submax If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  If Yes, provide details.  A have you been a principal of mitting the questionnaire?  X If Yes, provide details.	other form of security or not the business submitt wner or officer of any bu	7 lease or any other type of

Page 1 of 4

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: Been debarred by any government agency from entering into contracts with that agency? a. YES | If yes, provide an explanation of the circumstances and corrective action taken. Been declared in default and/or terminated for cause on any contract, and/or had any contracts b. cancelled for cause? YES NO If yes, provide an explanation of the circumstances and corrective action taken. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not C. limited to, failure to meet pre-qualification standards? YES NO If yes, provide an explanation of the circumstances and corrective action taken, Been suspended by any government agency from entering into any contract with it; and/or is any action d. pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES If yes, provide an explanation of the circumstances and corrective action taken. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or 8. been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? YES If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.) 9. Is there any felony charge pending against you? a. X I If yes, provide an explanation of the circumstances and corrective action YES NO taken. b. Is there any misdemeanor charge pending against you? NO X | If yes, provide an explanation of the circumstances and corrective action YES taken. C. Is there any administrative charge pending against you? YES NO X If yes, provide an explanation of the circumstances and corrective action taken. d, In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of

business? Y

NO

YES

taken.

If yes, provide an explanation of the circumstances and corrective action

e.	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
f.	In the past 5 years, have you been found in violation of any administrative or statutory charges?  YES NO X If yes, provide an explanation of the circumstances and corrective action taken.
been t prosed to acti	ition to the information provided in response to the previous questions, in the past 5 years, have you he subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local cuting or investigative agency and/or the subject of an investigation where such investigation was related vities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed bonse to Question 5?  NO X If yes, provide an explanation of the circumstances and corrective action taken.
120	11 yes, provide an explanation of the circumstances and corrective action taken.
to Que type o	ition to the information provided, in the past 5 years has any business or organization listed in response estion 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other f investigation by any government agency, including but not limited to federal, state, and local regulatory ies while you were a principal owner or officer?  NO X If yes, provide an explanation of the circumstances and corrective action taken.
had ar	past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 by sanction imposed as a result of judicial or administrative proceedings with respect to any professional be held?
YES	NO X If yes, provide an explanation of the circumstances and corrective action taken.
For the state of YES	e past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO X If yes, provide an explanation of the circumstances and corrective action taken.

I, Sigal Mashall	, hereby acknowledge that a materially false statement
willfully or fraudulently made in connection with this form m	ay result in rendering the submitting business entity and/or
any affiliated entities non-responsible, and, in addition, may	/ subject me to criminal charges.
	1
I, Sigal Mashall	, hereby certify that I have read and understand all the
items contained in this form; that I supplied full and comple knowledge, information and belief; that I will notify the Cour	te answers to each item therein to the best of my
after the submission of this form; and that all information su	ing in whiling of any change in circumstances occurring inclied by me is true to the best of my knowledge.
information and belief. I understand that the County will rely	on the information supplied in this form as additional
inducement to enter into a contract with the submitting busing	ness entity.
OFFICIAL TION	
CERTIFICATION	ALIBURATION AND AND AND AND AND AND AND AND AND AN
A MATERIALLY FALSE STATEMENT WILLFULLY OR FR QUESTIONNAIRE MAY RESULT IN RENDERING THE SU	
WITH RESPECT TO THE PRESENT BID OR FUTURE BIL	
MAKING THE FALSE STATEMENT TO CRIMINAL CHARGE	GES.
New Horizon Counseling Center, Inc.	
Name of submitting business	
Electronically signed and certified at the date and time indic	cated by:
Sigal Mashall [DDEPIOLA@NHCC.US]	
Chief Administrative Officer	
Title	
02/13/2019 05:27:50 PM	
Date	

Page 4 of 4 Rev. 3-2016

#### **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: 02/15/2019						
1) Proposer's Legal Nam	e: New Horizon Counseling	Center, I	nc.			
2) Address of Place of Bu	usiness: <u>108-19 Rockaway I</u>	Blvd.				
City: Ozone Park		Stat	e: NY		_ Zip Code:	11420
Address	City	State	Zip Code	Country	Start Date	End Date
108-19 Rockaway Blvd.	Ozone Park	NY	11420			
1355 Noel Ave.	Hewlett	NY	11557			
11 Rte. 111	Smithtown	NY	11780			
445 Oak Street	Copiague	NY	11726			
720 Beach 20th Street	Far Rockaway	NY	11691			
1622 Central Ave.	Far Rockaway	NY	11691			
88-02 Rockaway Beach Blvd.	Rockaway Beach	NY	11693			
66-03 Beach Channel Drive	Arverne	NY	11692	ļi I		
1603 Central Ave.	Far Rockaway	NY	11691			
115-02 Ocean Promenade	Rockaway Park	NY	11694			
156-28 Crossbay Blvd.	Howard Beach	NY	11414			
50 Clinton St.	Hempstead	NY	11550			
694 Beach 20th	Far Rockaway	NY	11691			
50 West Hawthorne Ave.	Valley Stream	NY	11580	US		
3) Mailing Address (if d	ifferent): 108-19 Rockaway	Blvd.				
City: Ozone Park		Star	te: NY		Zip Code:	
Phone: (718) 845-	2620					
Does the business o	wn or rent its facilities? Both	<u> </u>		If	other, please p	rovide details:
4) Dun and Bradstreet	number: 162454466					
•						
5) Federal I.D. Number	112593090					
6) The proposer is a:	Corporation	(	Describe)			
7) Does this business s	share office space, staff, or eq	uipment (	expenses v	with any oth	er business?	

Page **1** of **5** Rev. 3-2016

	YES NO X If yes, please provide details:
3)	Does this business control one or more other businesses?  YES NO X If yes, please provide details:
9)	Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  YES NO X If yes, please provide details:
10)	Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  YES NO 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, an explanation of the circumstances and corrective action taken.
13)	In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
14)	Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:  a) Any felony charge pending?  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	b) Any misdemeanor charge pending?  YES NO X If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
	c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?  YES NO X If yes, provide details for each such investigation, an explanation of the

Page **2** of **5** Rev. 3-2016

CITCL	mstances and corrective action taken.
YES	the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  NO X If yes, provide details for each such investigation, an explanation of the imstances and corrective action taken.
YES	the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?  NO X If yes, provide details for each such investigation, an explanation of the imstances and corrective action taken.
In the	e past (5) years, has this business or any of its owners or officers, or any other affiliated business had any tion imposed as a result of judicial or administrative proceedings with respect to any professional license
YES	
fede YES ques	the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable ral, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  NO X If yes, provide details for each such year. Provide a detailed response to all stions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the stionnaire.
Con a)	flict of Interest: 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.
	NHCC requires all employees and Board Members to review, attest to any and all conflicts and sign our Policy and Procedure in Conflict of Interest. To date, there have been NO conflicts of interest. Should a conflict arise, NHCC will defer to Nassau County for guidance.
1 1-	
ехр	ude a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive erience in your profession. Any prior similar experiences, and the results of these experiences, must be tified.
Hav YES	e you previously uploaded the below information under in the Document Vault?  NO X
Is th	ne proposer an individual?  NO X Should the proposer be other than an individual, the Proposal MUST include:
i)	Date of formation;
	01/01/1981

Page **3** of **5** Rev. 3-2016

	ddresses, and position of all persons have ders, members, general or limited partne		xplain.
iii) Name, a	ddress and position of all officers and dir	ectors of the	company. If none, explain.
	ncorporation (if applicable);		
NY			
v) The num	ber of employees in the firm;		
600			
vi) Annual re	evenue of firm;		
2600000	^		
	5 l		
	y of relevant accomplishments ee attached		
Flease S	ee allached		
	er of years in business.		
37			
Provide any et	her information which would be appropr	iate and helr	oful in determining the Proposer's capacity
			nul in determining the rifopose s capacity
	program descriptions		
	o are qualified to evaluate the Proposer	's capability i	to perform this work.
Company Contact Perso Address	o are qualified to evaluate the Proposer	's capability	to perform this work.
Company Contact Persol Address City Telephone	o are qualified to evaluate the Proposer  Elm New York Assisted Living Robert Amsel 1300-30 Ditmars Blvd. East Elmhurst (718) 446-7900	's capability	to perform this work.
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Company	Elm New York Assisted Living Robert Amsel 1300-30 Ditmars Blvd. East Elmhurst (718) 446-7900 (718) 446-7938 info@elmyork.com  Central Assisted LivingProgram Eric Mendel 1509 Central Ave. Far Rockaway (718) 471-7700 (718) 471-7732 emendel@centralp.com  Wavecrest Home for Adults Jeffrey Edelman 242 Beach 20th Street Far Rockaway	State  State	NY  NY

	, hereby acknowledge that a materially false statement with this form may result in rendering the submitting business entity and/or in addition, may subject me to criminal charges.
knowledge, information and belief; that I will the submission of this form; and that all info	, hereby certify that I have read and understand all the full and complete answers to each item therein to the best of my I notify the County in writing of any change in circumstances occurring after remation supplied by me is true to the best of my knowledge, information rely on the information supplied in this form as additional inducement to siness entity.
CERTIFICATION	
QUESTIONNAIRE MAY RESULT IN REND	LFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS DERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON RIMINAL CHARGES.
Name of submitting business: New H	Horizon Counseling Center, Inc.
Electronically signed and certified at the dat Donna DePiola [DDEPIOLA@NHCC.US]	te and time indicated by:
Governmental Liaison	
Title	
04/08/2019 11:38:16 AM	
Date	

Page **5** of **5** Rev. 3-2016



#### 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 December 1, 2017

to:

The New Horizon Counseling Center, Inc.

to operate a:

**Clinic Treatment Program** 

to be known as: Valley Stream Clinic

located at:

50 W Hawthorne Avenue

Valley Stream, NY 11580-6220

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:

9:00 a.m. - 9:00 p.m.

Friday and Saturday:

9:00 a.m. - 5:00 p.m.

Population Served: Children, Adolescents, and Adults

Optional Services:

Injectable Psychotropic Medication Administration,

Health Monitoring, Health Physicals,

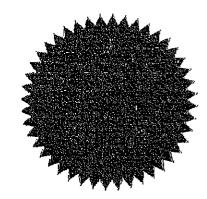
**Psychiatric Consultation** 

In witness whereof, I have hereunto set my hand on December 12, 2017

Keith J. McCarthy, Director

Bureau of Inspection and Certification

Renewal Date: November 30, 2020 Operating Certificate Number: 7442008A



#### CONFLICT OF INTEREST POLICY

#### SECTION 1. PURPOSE:

New Horizon Counseling Center, Inc. is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of New Horizon Counseling Center, Inc as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently, there exists between New Horizon Counseling Center, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of New Horizon Counseling Center, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of New Horizon Counseling Center, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with New Horizon Counseling Center or knowledge gained there from for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

#### **SECTION 2. PERSONS CONCERNED:**

This statement is directed not only to directors and officers, but to all employees who can influence the actions of New Horizon Counseling Center, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning New Horizon Counseling Center, Inc.

#### SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- 1. Persons and firms supplying goods and services to New Horizon Counseling Center, Inc.
- 2. Persons and firms from whom New Horizon Counseling Center, Inc. leases property and equipment.
- 3. Persons and firms with whom New Horizon Counseling Center, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
- 4. Competing or affinity organizations.
- 5. Donors and others supporting New Horizon Counseling Center, Inc.
- Agencies, organizations and associations which affect the operations of New Horizon Counseling Center, Inc.
- 7. Family members, friends, and other employees.

10

This manual has been revised, updated and approved as of July 8, 2009 from all previous version(s). All revisions will be binding and supersede any previous rules and regulations.

#### SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through;

- 1. Owning stock or holding debt or other proprietary interests in any third party dealing with New Horizon Counseling Center, Inc.
- 2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with New Horizon Counseling Center, Inc.
- 3. Receiving remuneration for services with respect to individual transactions involving New Horizon Counseling Center, Inc.
- 4. Using New Horizon Counseling Center, Inc. 's time, personnel, equipment, supplies, or good will for other than New Horizon Counseling Center, Inc. -approved activities, programs, and purposes.
- 5. Receiving personal gifts or loans from third parties dealing or competing with New Horizon Counseling Center, Inc.
  Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

#### SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of New Horizon Counseling Center, Inc. However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

#### SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

- 1. The conflicting interest is fully disclosed;
- 2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
- 3. A competitive bid or comparable valuation exists; and
- 4. The [Board of Directors] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the Executive Medical Director/
Executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [Board of Directors]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [Board of Directors]. The [Board of Directors] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to New Horizon Counseling Center, Inc. The decision of the [Board of Directors] on these matters will rest in their sole discretion, and their concern must be the welfare of New Horizon Counseling Center, Inc. and the advancement of its purpose.



## Empowering Individuals & Sirengthening Communities

Referral & Information: 718-845-2620

#### BOARD OF DIRECTORS

January 02, 2019

NAME	OFFICE	E-MAIL ADDRESS
Gary Goldstein	President	
Geri DiDomenico	Secretary	
Carol Kravitz	Director	
Thomas Mattioli	Vice President	
Robert Cucco, M.D	Director	
Martin Liebman	Treasurer	
Stephen Wexler	Director	
Lowell Feldman93 East Artisan Avenue West Hills, NY 11743	Director	
Alan Gershon	Denk J	
	Herrick Lipton, C	LEO C

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

Herrick Lipton, CEO 185 Causeway Road Lawrence, NY 11559

Flora Bienstock, Chief Clinical Officer 53 Chauncey Lane Lawrence, NY 11559

Sigal Mashall, Chief Administrative Officer 65 Cedar Drive Great Neck, NY 11021

#### COUNTY OF NASSAU

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

1. Name of the Entity: New Horizon Counseling Center, Inc.
Address: 108-19 Rockaway Blvd.
City: Ozone Park State: NY Zip Code: 11420
2. Entity's Vendor Identification Number: 112593090
3. Type of Business: 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):
See attached file(s): YES X NO
5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.  If none, explain.
NONE
"None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.  None
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
Are there lobbyists involved in this matter? YES NO X
(a) Name, title, business address and telephone number of lobbyist(s):  New Horizon Counseling Center does not have any lobbyist.
(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.  New Horizon Counseling Center has no lobbying activities
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
New Horizon Counseling Center has no lobbying activities

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

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

Electronically signed and certified at the date and time indicated by: Herrick Lipton [DDEPIOLA@NHCC.US]

02/25/2019 12:10:26 PM

Title:

CEO

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

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

Herrick Lipton, CEO 185 Causeway Road Lawrence, NY 11559

Flora Bienstock, Chief Clinical Officer 53 Chauncey Lane Lawrence, NY 11559

Sigal Mashall, Chief Administrative Officer 65 Cedar Drive Great Neck, NY 11021



# Emicowering Individuals Strengthening Communities

Glerral & Information: 7/18-845-2620

#### BOARD OF DIRECTORS

January 02, 2019

NAME	OFFICE	E-MAIL ADDRESS
Gary Goldstein	President	
Geri DiDomenico	Secretary	
Carol Kravitz	Director	
Thomas Mattioli	Vice President	
Robert Cucco, M.D	Director	
Martin Liebman	Treasurer	
Stephen Wexler	Director	
Lowell Feldman93 East Artisan Avenue West Hills, NY 11743	Director	
Alan Gershon 674 Balfour Place Melville, NY 11747 (H) 631-367-7477	Merrick Lipton, C	150

#### **AMENDMENT NO. 1**

AMENDMENT, dated as of	, 2018 (together with the appendix and
exhibit hereto, this "Amendment"), between (i) Na	assau County, a municipal corporation having its
principal office at 1550 Franklin Avenue, Mineola, M	New York 11501 (the "County"), acting for and on
behalf of the Nassau County Department of Hum	nan Services, Office of Mental Health, Chemical
Dependency and Developmental Disabilities Serv	vices, having its principal office at 60 Charles
Lindbergh Boulevard, Suite 200, Uniondale, New Yo	· · · · · · · · · · · · · · · · · · ·
Center, a New York State not-for-profit corporation	<del></del>
Blvd, Ozone Park, NY 11420 (the "Contractor").	, , , , , , , , , , , , , , , , , , , ,

#### WITNESSETH:

WHEREAS, pursuant to County contract number <u>CQHS18-000115</u> between the County and the Contractor, executed on behalf of the County on March 30, 2018 (the "<u>Original Agreement</u>"), the Contractor performs certain services for the County in connection with providing behavioral health services to individuals with serious behavioral health disorders, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from January 1, 2018 through December 31, 2018 (the "Original Term");

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the first agreement year, as full compensation for the Services, is Four Hundred Ninety-Three Thousand Seven Hundred Seventy-One dollars (\$493,771.00) (the "First Agreement Year Maximum Amount"); and

WHEREAS, the New York State Office of Alcoholism and Substance Abuse Services has increased funding available under the first agreement year of this Agreement by **Five Thousand Eight Hundred Fifty-Five dollars (\$5,855.00)**; and

WHEREAS, the County and the Contractor desire to increase the First Agreement Year Maximum Amount under this Agreement;

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

- 1. First Agreement Year Maximum Amount. The First Agreement Year Maximum Amount in the Original Agreement shall be increased by Five Thousand Eight Hundred Fifty-Five dollars (\$5,855.00), so that the First Agreement Year Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Hundred Ninety-Nine Thousand Six Hundred Twenty-Six dollars (\$499,626.00) (the "Amended First Agreement Year Maximum Amount"), in accordance with the amended budget annexed hereto.
- 2. <u>Budget</u>. The budget referred to in Section 3(f)(ii) of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit A attached hereto (such amended budget, the "<u>Amended Budget</u>").
- 3. <u>Compliance with Law</u>. Section 7 of the Original Agreement is hereby amended to add the following subsections:
- e. <u>Prohibition of Gifts</u>. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.
- f. <u>Disclosure of Conflicts of Interest</u>. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.
- 4. <u>Full Force and Effect.</u> All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

IN WITNESS WHEREOF, the Contractor has executed this Agreement on
, 2018 and the County has executed this Agreement on the date first bove written.
New Horizon Counseling Center
By: X Leach S
Name: Herrick Lipton
Title: CEO
Date: 16 11 18
NASSAU COUNTY
By:
Name:
Title: County Executive
□ Deputy County Executive

## PLEASE EXECUTE IN <u>BLUE</u> INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )
On the day of <u>October</u> in the year 2018 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 <u>Nasseu</u> ; that he or she is the <u>CBO</u> of New logical Cause Ing Ctc., 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.
Tournet Pala
NOTARY PUBLIC  DONNA Defsola  Notary Public, State Of New York  No. 01D: 30P2590  Qualified In Name of Option  Commission Expires May 27, 26 19
STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU )
On the day of in the year 2018 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 <b>County Executive of the County of Nassau</b> , the municipal corporation described herein and which executed the above instrument; and that he of she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County
NOTARY PUBLIC



## Nassau County Human Services Universal Budget Form

## Return to Face Sheet

Contract #		0
Contract Name:	New Horizon Counseling Center	
Program Name:	Chemical Dependence Treatment Service	

Select Line To		Budget Summary	
Work On Here	Line #	Expense type	Total \$
7	1a	Salary	\$619,628
Work on Salary and Fringe	1b	Fringe	\$83,898
	1 Total	Personnel (Salary plus Fringe)	\$703,526
Work on Line 2	2	Consultant(s)	\$3,000
Work on Line 3	3	Travel / Per Diem / Transportation	\$400
Work on Line 4	4	Equipment	\$4,900
Work on Line 5	5	Supplies	\$19,648
Work on Line 6	6	Contractual Services	\$98,100
Work on Line 7	7	Rent/Utilities	\$104,800
Work on Line 8	8	Department Specific Costs	\$0
Work on Line 9	9	Other Costs	\$20,498
Work on Line 10	10	Administrative Overhead	\$126,754
		Gross Expenditures (Lines 1 – 10)	\$1,081,626
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	\$582,000
		Net Budget Total (Lines 1 – 10 minus line 11)	\$499,626
<u>Agency</u> Contribution		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$499,626

Return to Face Sheet

Administrative Approval of U	niverşal Budget Form:
Department Head Approval	Carolin D'Cums
Fiscal Approval	Jan S
Program Head Approval	Champare



## 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

Staff Title/Name	# of	Explanation/Description of	FTE	Salary \$	Fringe	Total \$
	Staff	Function/Expense		<b>,</b>	\$	7 7
267-CASAC	1	Salary, Fringe: FICA, Workers Comp,	1.00	\$69,181	\$9,388	\$78,569
Torre, Roberto		Short Term, NYSUI, 401K, Health, Life				
267-CASAC To	1	Salary,Fringe:FICA, Workers Comp,	1,00	\$36,000	\$4,885	\$40,885
<u>be Hired</u>		Short Term, NYSUI, 401K, Health, Life				·
318-Psychiatrist	1	Salary,Fringe:FICA, Workers Comp,	0.25	\$50,997	\$6,885	\$57,882
Feldman, Roger	<u></u>	Short Term, NYSUI, 401K, Health, Life				
324-Social Wrkr	1	Salary,Fringe:FICA, Workers Comp,	1.00	\$58,700	\$7,847	\$66,547
Greenberger, D.		Short Term, NYSUI, 401K, Health, Life				
324-Social Wrkr	1	Salary,Fringe:FICA, Workers Comp,	1.00	\$66,869	\$9,074	\$75,943
Cerimi, Lirje		Short Term, NYSUI, 401K, Health, Life				
324-Social Wrkr	1	1	1.00	\$43,404	\$5,890	\$49,294
Parodneck/Stauffer		Short Term, NYSUI, 401K, Health, Life				
324-Social Wrkr	1	Salary, Fringe: FICA, Workers Comp,	0.13	\$6,681	\$907	\$7,588
Thomas, Daniel		Short Term,NYSUI				
324-Social Wrkr	1	Salary,Fringe:FICA, Workers Comp,	1.00	\$8,000	\$1,080	\$9,080
Warner, Lori		Short Term,NYSUI-Start 11/8/18				
501-Prg. Drctr	1	Salary, Fringe: FICA, Workers Comp,	0.10	\$11,730	\$1,584	\$13,314
Appleman, S.		Short Term,NYSUI, 401K,Health,Life				
502-Asst. Drctr	1	,	1.00	\$92,879	\$12,604	\$105,483
Doran-Haramis C		Short Term, NYSUI, 401K, Health, Life				
505-Office Wrkr	1	Salary, Fringe: FICA, Workers Comp,	0.38	\$13,530	\$1,836	\$15,366
Betancurt/Mott		Short Term,NYSUI				
505- Office Wrkr	1	Salary,Fringe:FICA, Workers Comp,	1.00	\$40,875	\$5,547	\$46,422
Cimkowski, Mary		Short Term, NYSUI, 401K, Health, Life				
505-Office Wrkr	1	Salary,Fringe:FICA, Workers Comp,	0.35	\$11,804	\$1,602	\$13,406
<u>Diaz, John</u>		Short Term				
505-Office Wrkr	1	Salary, Fringe: FICA, Workers Comp,	1.00	\$41,685	\$5,657	\$47,342
Murray, Sharon		Short Term, NYSUI, 401K, Health, Life				
505-Billing Supr.	1	Salary, Fringe: FICA, Workers Comp,	0.10	\$8,567	\$1,156	\$9,723
Baraff,Ari		Short Term, NYSUI, 401K, Health, Life		·		, ,
505-Biller	1	Salary, Fringe: FICA, Workers Comp,	1.00	\$40,879	\$5,547	\$46,426
Echeverria, Z.		Short Term, NYSUI, 401K, Health, Life	L. I			. ,
505-Claims	1	Salary, Fringe: FICA, Workers Comp,	0.25	\$17,847	\$2,409	\$20,256
DePiola,D		Short Term, NYSUI, 401K, Health, Life		,		•,
						\$0
						, -
						\$0
						•
						\$0
	_	·			J	<b>T</b>
						\$0
Line 1 Total		n/a	2/2	<b>#640.600</b>	¢00 000	Φ700 F0
-inverse via		Fire and an arrangement of the second of the	n/a	\$619,628	\$83,898	\$703,526

#### 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).



#### CERTIFICATE OF LIABILITY INSURANCE

01/04/2019

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 RAL Services, Inc. 516-365-8421 CONTACT Karla Negrete PHONE (A/C, No, Ext): 516-365-8421 FAX (A/C, No): 516-236-5842 240 Plandome Road Manhasset, NY 11030 EMAIL ADDRESS: knegrete@ralservices.com Steven Tokofsky INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Philadelphia Indemnity Ins Co 18058 INSURER B : State Insurance Fund NY INSURED The New Horizon Counseling 00000 Center Inc 108-19 Rockaway Bivd Ozone Park, NY 11420 INSURER C : INSURER D INSURER E INSURER F COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** LIMITS A X COMMERCIAL GENERAL LIABILITY 1,000,000 EACH OCCURRENCE CLAIMS-MADE X OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) Υ PHPK1907518 100,000 11/18/2018; 11/18/2019 5.000 MED EXP (Any one person) 1.000.000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: 3,000,000 GENERAL AGGREGATE POLICY JECT 3.000.000 PRODUCTS - COMP/OP AGG OTHER Α AUTOMOBILE LIABILITY COMBINED SINGLE LIMIT 1,000,000 X ANY AUTO PHPK1907518 11/18/2018 11/18/2019 BODILY INJURY (Per person) SCHEDULED AUTOS OWNED AUTOS ONLY BODILY INJURY (Per accident) Х HIRED ONLY NON-SWINED PROPERTY DAMAGE (Per accident) X UMBRELLA LIAS X OCCUR 6,000,000 EACH OCCURRENCE **EXCESS LIAB** PHUB654810 CLAIMS-MADE 11/18/2018 11/18/2019 6,000,000 AGGREGATE DED X RETENTION \$ 10000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Q10856334 07/08/2018 07/08/2019 1,000,000 N EL EACH ACCIDENT NIA 1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 DISEASE - POLICY LIMIT E&O (Prof Liab) PHPK1907518 11/18/2018, 11/18/2019 E&O 1mill/3mill D&O/EPLI PHSD1268606 08/11/2018 08/11/2019 D&OE/PLI 1,000,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Nassau County is included as Additional Insured under the General Liability as per signed written contract or agreement. CERTIFICATE HOLDER CANCELLATION NASSDSS SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Nassau County Dept of ACCORDANCE WITH THE POLICY PROVISIONS. **Human Services** 60 Charles Lindbergh Blvd. AUTHORIZED REPRESENTATIVE Uniondale, NY 11553 Rule G. Fr

NOTEPAD	The New Horizon Counseling	NEWHO-2 OP ID: KN	PAGE 2 Date 01/04/2019
PREMISE 01/01 02/01 04/01 05/01 06/01 07/01 08/01 10/01 11/01 12/01 13/01 14/01 15/01 16/01	#BUILDING # ADDRESS  108-19 Rockaway Blvd Ozone Park, NY 114  100-30 Ditmars Ave Elmhurst, NY 11373  242 Beach 20 Street Far Rockaway, NY 11  115-02 Ocean Promenade Far Rockaway, NY  718-720 Beach 20 Street Far Rockaway, NY  16-22 Central Ave Far Rockaway, NY 1169  245 Beach 79th Street Far Rockaway, NY 1169  245 Beach 79th Street Far Rockaway, NY 1156-28/30 Cross Bay Blvd, Howard Beach, 103-22 99th Street Ozone Park, NY 11417  694 Beach 20th St Far Rockaway, NY 1169  50 West Hawthorne Avenue Valley Stream  50 Noel Ave Hewlett, NY 11557  11 Route 111 Smithtown, NY 11787  1603 Central Avenue Far Rockaway, NY 11  40 East Merrick Road Valley Stream, NY	691 11694 Y 11096 1 11693 693 NY 11414 1 , NY 11580	
18/01 19/01 20/01 21/01 22/01	445 Oak Street Copiague, NY 11726 66603 Rockaway Beach Blvd Arverne, NY 1: 163-18 Jamaica Avenue Jamaica, NY 11432 1490 Broadway Hewlett, NY 11557 50 Clinton St Hempstead, NY 11550	1692	



#### NIFS ID:CQHS18000115 **Department: Human Services**

Capital:

SERVICE: Chemical Dependency

Contract ID #:CQHS18000115 NIFS Entry Date: 19-JAN-18

Term: from 01-JAN-18 to 31-DEC-18

New	
Time E	xtension:
Addl. F	unds:
Blanke	t Resolution:
RES#	

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

Vendor Info:	
Name: New Horizon Counseling Center	Vendor ID#: 112593090
Address: 108-19 Rockaway Blvd Ozone Park, NY 11420	Contact Person: Donna Depiola
	Phone: 516-239-1945

Department:	
Contact Name: Donnie Eng	NT STATE OF THE ST
Address: 60 Charles Lindbergh Blvd	
Suite 200	
Uniondale, NY 11557	
Phone: 516-227-8957	

## **Routing Slip**

Department	NIFS Entry: X	23-JAN-18 DENG
Department	NIFS Approval: X	25-JAN-18 BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	26-JAN-18 MWORSHAM
OMB	NIFS Approval; X	26-JAN-18 MWORSHAM
County Atty.	Insurance Verification: X	25-JAN-18 AAMATO
County Atty.	Approval to Form: X	02-FEB-18 NSARANDIS
Dep. CE	Approval: X	13-FEB-18 KROSE-LOUDER

Leg. Affairs	Approval/Review: X	05-FEB-18 MREYNOLDS
Legislature	Approval:	
Comptroller	NIFS Approval: X	26-MAR-18 MCOHEN
NIFA	NIFA Approval: X	28-MAR-18 MKWIATKOWSKI

## **Contract Summary**

Purpose: The program provides outpatient services to a mainly adolescent population, families and significant others who are experiencing difficulties in life due to their own or someone else substance abuse.

Method of Procurement: The Department contracts with a group of agencies, all of whom are NYS Office of Alcoholism and Substance Abuse Services (OASAS) licensed not-for-profit organizations. Each agency in the latter group is utilized by the Department. Every agency is program is evaluated at least annually by the Department and OASAS regarding efficiency, productivity and license renewal. The funding for each program is determined according to a State aid authorization schedule provided to the Department by OASAS.

Procurement History: The not for profit agency delivering these services is part of a cadre of specialized substance abuse/chemical dependency (Drugs & Alcohol) treatment providers who have maintained a multi-year-service delivery relationship with the Department.

Description of General Provisions: The program provides intake assessment, individual and group counseling to adolescents, families and significant others as well as the identified substance abuser.

Impact on Funding / Price Analysis: This program is funded by NYS-OASAS

Change in Contract from Prior Procurement; None.

Recommendation: (approve as submitted)

## **Advisement Information**

Fund:	GRT
Control:	F1
Resp:	F100
Object:	DE511
Transaction:	
Project #:	
Detail:	

	RENEWAL
%	
Increase	
%	
Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	\$ 0.00
Federal	\$ 0,00
State	\$ 493,771.00
Capital	\$ 0.00
Other	\$ 0.00
TOTAL	\$ 493,771.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	BHGRTF100FSA/X 8/DE511	\$ 493,771.00
Malana III		\$ 0.00
		\$ 0.00
	Control of the Contro	\$ 0.00
		\$ 0.00
		\$ 0.00
	TOTAL	\$ 493,771.00



#### 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: New Horizon Counseling Center
CONTRACTOR ADDRESS: 108-19 Rockaway Blvd., Ozone Pk, NY 11420
FEDERAL TAX ID #: <u>11-2593090</u>
<i>Instructions:</i> Please check the appropriate box ("\sum ") 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
[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:
<ul> <li>□ 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.</li> <li>V. □ Pursuant to Executive Order No. 1 of 1993 as amended, the attached</li> </ul>
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. It 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.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees: 

a review of the criteria set forth by the Internal Revenue Service, Revenue Ruling No. 87-41, 1987-1 C.B. 296, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.

Department Head Signature

Date

<u>NOTE:</u> 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



## POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

pursuant to the New York State Election ending on the date of this disclosure, or (I years prior to the date of this disclosure a campaign committees of any of the follow committees of any candidates for any of the	ers of the vendor provided campaign contributions. Law in (a) the period beginning April 1, 2016 and b), beginning April 1, 2018, the period beginning two and ending on the date of this disclosure, to the ving Nassau County elected officials or to the campaign the following Nassau County elected offices: the County oller, the District Attorney, or any County Legislator?
None	
Vendor authorized as a signatory of the f	be signed by a principal of the consultant, contractor or firm for the purpose of executing Contracts.  nat he/she has read and understood the foregoing edge, true and accurate.
	rms that the contribution(s) to the campaign committees ithout duress, threat or any promise of a governmental remuneration.
Dated: 9\8   17	Vendor: New Horizon Counseling Center, Im. Signed: X Print Name: Herrick Lipton
	Title: (EO



## COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. 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.
None
2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):
None
3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:
None

************************	
4, De	scribe lobbying activity conducted, or to be conducted, in Nassau County, and or each activity listed. See page 4 for a complete description of lobbying ac
	Vone
5. The expects to	e name of persons, organizations or governmental entities before whom the lo
expects to	e name of persons, organizations or governmental entities before whom the lo lobby:
expects to	e name of persons, organizations or governmental entities before whom the lo
expects to	e name of persons, organizations or governmental entities before whom the lo lobby:
expects to	e name of persons, organizations or governmental entities before whom the lo lobby:
expects to	e name of persons, organizations or governmental entities before whom the lo lobby:

- 6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.
- 7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

None	
·	

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/8/17	Signed:	Klich As
	Print Name:	Hernick Lipton
	Title:	_Ceo

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

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## 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 lnk. 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 Herrick Lipton
	Date of birth 05 / 25 / 1974
	Home address <u>185 Causeway Road</u>
	City/state/zipLawrence, NY 11559
- 2000	Business-address_180-19 Rockaway-Blvd.
	City/state/zip_Ozone Park, NY 11420
	Telephone718-845-2620
	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)
	Board President//_ Treasurer//_
	Chairman of Board/_/_ Shareholder/_//
	Chief Exec. Officer 07/01 / 15 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? YESNO _X ; If Yes, provide details

6,	Secti	any governmental entity awarded any contracts to a business or organization listed in ion 5 in the past 3 years while you were a principal owner or officer? YES NO <u>X</u> s, provide details.
ope Pro	eration o	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency. detailed response to all questions checked "YES". If you need more space, photocopy or late page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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.	bankru the pas bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all one checked "YES". If you need more space, photocopy the appropriate page and 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.
	đ)	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.

	•	∋)	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 NOX If Yes, provide details for each such occurrence.
9.	year inve- subj for, or resp	stig ect or c	tion to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust pation by any federal, state or local prosecuting or investigative agency and/or the of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affillated business listed in set to Question 5? YESNOX If Yes, provide details for each such pation.
10.	anti-	u in tru:	tion to the information provided, in the past 5 years has any business or organization response to Question 5, been the subject of a criminal investigation and/or a civil st investigation and/or any other type of investigation by any government agency, but not limited to federal, state, and local regulatory agencies while you were a
	princ	aqı	al owner or officer? YES NO _X_ if Yes; provide details for each such lation.
11.	resp proc	ons eed	ast 5 years, have you or this business, or any other affiliated business listed in se to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO _X_ If Yes; details for each such instance.
12.	appii	cai	past 5 tax years, have you failed to file any required tax returns or falled to pay any ble federal, state or local taxes or other assessed charges, including but not limited r and sewer charges? YES NO _X If Yes, provide details for each such

#### 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, Herrick Lipton , 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 Sday of Soft 2017

Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01DE6692690
Qualified In Nessau County
Commission Expires May 27, 20

New Horizon Counseling Center
Name of submitting business

Herrick Lipton

Print name

Signature

Chief Executive Officer

Title

09/08/ 17

Date

#### PRINCIPAL QUESTIONNAIRE FORM

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1.	Principal Name Flora Bienstock
	Date of birth <u>02 / 10 / 1953</u>
	Home address 53 Chauncey Lane
	City/state/zipLawrence, NY 11559
	Business address 108-19 Rockaway Blvd,
	City/state/zip Ozone Park, NY 11420
	Telephone _718-845-2620
	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)  Board President/_
3,	Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.
<b>4</b> .	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 $\underline{X}$ ; If Yes, provide details.

6.	Section	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO <u>X</u> ., provide details.
ope Pro	ration o	affirmative answer is required below whether the sanction arose automatically, by if law, or as a result of any action taken by a government agency.  Idetailed response to all questions checked "YES". If you need more space, photocopy riate page and attach it to the questionnaire.
7.	In the p organiz	past (5) years, have you and/or any affiliated businesses or not-for-profit rations 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
	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? YESNO _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.	bankru the pas bankru any su initiate questio	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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? YESNO _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.

6.

	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.
	years Invest subject for, or respo	lition to the information provided in response to the previous questions, in the past 5, have you been the subject of a criminal investigation and/or a civil anti-trust igation by any federal, state or local prosecuting or investigative agency and/or the ct of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NO _X If Yes, provide details for each such igation.
Pletein	listed anti-tr ——includ princij	lition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ust investigation and/or any other type of investigation by any government agency, ing-but-not-limited to-federal, state, and-local-regulatory agencies while you were a pal owner or officer? YES NOX If Yes; provide details for each such igation.
	respo proce	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X If Yes; le details for each such instance.
	applic	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NOX_ If Yes, provide details for each such

#### CERTIFICATION

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I, Flora Bienstock \_\_\_\_\_, 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 day of Sept. 2017

Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01DE6092690
Qualified In Nassau County
Commission Expires May 27, 20

New Horizon Counseling Center
Name of submitting business

Flora Bienstock

Print name

Signature

Chief Clinical Officer

Title

09/08/ 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 Sigal Mashall
	Date of birth <u>04 / 12 / 1966</u>
	Home address 65 Cedar Drive
	City/state/zip Great Neck, NY 11020
·····	Business address108-19 Rockaway Blvd.
	City/state/zip Ozone Park, NY 11420
	Telephone _718-845-2620
	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)
	Board President// Treasurer//
	Chairman of Board// Shareholder/_/_
	Chief Exec. Officer// Secretary/_/
	Chief Financial Officer/ Partner//
	Vice President/
	(Other): Chief Administrative Officer 07/01/15
3.	Do you have an equity interest in the business submitting the questionnaire? YES NO _X If Yes, provide details.
1.	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.
วี.	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 $\underline{X}$ ; If Yes, provide details.

6.	Secti	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO _X s, provide details.
ope	eration ovide a	affirmative answer is required below whether the sanction arose automatically, by of law, or as a result of any action taken by a government agency.  detailed response to all questions checked "YES". If you need more space, photocopy oriate page and attach it to the questionnaire.
7.		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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
	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.	bankru the par bankru any su initiate questi	any of the businesses or organizations listed in response to Question 5 filed a aptrox petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptrox as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chost business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 NOX If Yes, provide details for each such conviction.

6.

		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.
!	ye: inv sul for res	ars, esti bjec , or spon	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NOX If Yes, provide details for each such gation.
i directica)	list ani inc pri	ed i ti-tru tudi ncip	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil ast investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NOX If Yes; provide details for each such gation.
•	res pro	spon ocee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative edings with respect to any professional license held? YES NO _X_ If Yes; a details for each such instance.
	ap	plica wate	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited er and sewer charges? YES NO $X$ If Yes, provide details for each such

#### CERTIFICATION

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I, <u>Sigal Mashall</u>, 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 Sday of Sept. 2017

Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01DE6092690
Qualified In Nassau County
Commission Expires May 27, 20

New Horizon Counseling Center
Name of submitting business

Sigal Mashall

Print name

Signature

Chief Administrative Officer

Title

9/8/17

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1,	Principal Name Gary Goldstein
	Date of birth 12 / 01 / 40
	Home address 7 Arbor Street
	City/state/zip Great Neck, NY 11021
	Business-address
	City/state/zip
	Telephone <u>516-487-4979</u>
	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)  Board President _01 / 01 / 81 Treasurer _ / _ /  Chairman of Board _ / _ / Shareholder _ / _ /  Chief Exec. Officer _ / _ / Secretary _ / _  Chief Financial Officer _ / _ / Partner _ / _ /
	Vice President / / / / / / / / / / / / / / / / / / /
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 $\underline{X}$ ; If Yes, provide details.

6,	Secti	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO <u>X</u> s, provide details.
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		past (5) years, have you and/or any affillated businesses or not-for-profit zations 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 NOX
	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? YESNO _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.	bankru the par bankru any su initiate questic	any of the businesses or organizations listed in response to Question 5 filed a aptcy petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is chosen business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and 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 NOX If Yes, provide details for each such conviction.

6,

	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.	years, investi subjec for, or	ition to the information provided in response to the previous questions, in the past 5 have you been the subject of a criminal investigation and/or a civil anti-trust gation by any federal, state or local prosecuting or investigative agency and/or the t of an investigation where such investigation was related to activities performed at, on behalf of the submitting business entity and/or an affiliated business listed in use to Question 5? YES NOX If Yes, provide details for each such gation.
10.	nsted n anti-tru includir	ition to the information provided, in the past 5 years has any business or organization in response to Question 5, been the subject of a criminal investigation and/or a civil list investigation and/or any other type of investigation by any government agency, ing but not limited to federal, state, and local regulatory agencies while you were a all owner or officer? YES NO _X_ If Yes; provide details for each such gation.
11.	blocee	past 5 years, have you or this business, or any other affiliated business listed in use to Question 5 had any sanction imposed as a result of judicial or administrative dings with respect to any professional license held? YES NO _X If Yes; a details for each such instance.
12.	applica	e past 5 tax years, have you failed to file any required tax returns or failed to pay any able federal, state or local taxes or other assessed charges, including but not limited ar and sewer charges? YES NOX If Yes, provide details for each such

### CERTIFICATION

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I, <u>Gary Goldstein</u>, 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 3 day of November 2017

Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01DE6092690
Qualified in Nassau County
Commission Expires May 27, 20

New Horizon Counseling Center
Name of submitting business

Gary Goldstein

Print name

Signature.

Board President

Tille

11 1031 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 <u>Thomas Mattioli</u>
	Date of birth <u>02 / 16 / 1948</u>
	Home address 276 Kilburn Road South
	City/state/zip Garden City, NY 11530-5325
······································	Business address
	City/state/zip
	Telephone _516-489-5608
	Other present address(es)
	Clty/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)  Board President/_ / _ Treasurer/_/  Chairman of Board/_ / _ Shareholder/_ / _  Chief Exec. Officer/_ / _ Secretary/_/  Chief Financial Officer/_ / _ Partner/_/  Vice President _01 / 01 / 14/ /  (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.
<b>5</b> .	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? YESNO _X If Yes, provide details.

		on 5 in the past 3 years while you were a principal owner or officer? YES NO <u>X</u> s, provide detalls.			
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7.	In the porganization	past (5) years, have you and/or any affiliated businesses or not-for-profit rations 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 NOX 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? YESNO _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.	bankru the par bankru any su initiate question	any of the businesses or organizations listed in response to Question 5 filed a aptroprise petition and/or been the subject of involuntary bankruptcy proceedings during st 7 years, and/or for any portion of the last 7 year period, been in a state of aptroprise proceedings initiated more than 7 years ago and/or is ach business now the subject of any pending bankruptcy proceedings, whenever d? If 'Yes', provide details for each such instance. (Provide a detailed response to all ons checked "YES". If you need more space, photocopy the appropriate page and it to the questionnaire.)			
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	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 NOX If Yes, provide details for each such conviction.			

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f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES NOX 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 NOX 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 NOX 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 NOX 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 NOX If Yes, provide details for each such year.		e)	In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
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I, <u>Thomas Mattioli</u>, 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 3 day of November 2017

Notary Public

DONNA DePIOLA
Notary Public, State Of New York
No. 01DE6032690
Qualified In Nassau County
Commission Expires May 27, 2019

New Horizon Counseling Center
Name of submitting business

Thomas Mattioli

Print name

Signature

Vice President

Title

11 / 0 3/ 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.

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1,	Principal Name <u>Martin Liebman</u>
	Date of birth 10 / 25 / 1950
	Home address 1381 Sally Court
	City/state/zipEast Meadow, NY 11554
	Business address
	City/state/zip
	Telephone 516-483-3856
	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)  Board President/_/ Treasurer 10 / 01 / 15  Chalrman of Board/_/ Shareholder/_/  Chief Exec. Officer/_/ Secretary/_/  Chief Financial Officer/_/ Partner/_/
	Vice President/_/(Other)
3.	Do you have an equity interest in the business submitting the questionnaire?  YES NO _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? YESNO_X if Yes, provide details.

6.	Sect	any governmental entity awarded any contracts to a business or organization listed in on 5 in the past 3 years while you were a principal owner or officer? YES NO _X_s, provide details.	
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DONNA DePIULA
Notary Public, State Of New York
No. 01 DE6092690
Qualified In Nansau County
Commission Expires May 27, 20 19

New Horizon Counseling Center
Name of submitting business

Martin Liebman
Print name
X
Signature

Treasurer
Title

11 1 0 31 17

# **PRINCIPAL QUESTIONNAIRE FORM**

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1.	Principal Name <u>Geri DiDomenico</u>
	Date of birth 12 / 09 / 1942
	Home address <u>570 Broadway, Apt. 32B</u>
	City/state/zipLynbrook, NY 11563
	Business address
	City/state/zlp
	Telephone 516-561-9630
	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)  Board President// Treasurer/_/
	Chairman of Board/_ / Shareholder/ / /
	Chief Exec. Officer / / Secretary 07 / 01 / 13
	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.
1.	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.
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		past (5) years, have you and/or any affiliated businesses or not-for-profit zations 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
	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.
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I, <u>Geri DiDomenico</u>, 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 3 day of howwow 2017

Notary Public

DONNA DePIULA
Notary Public, State Of New York
No. 01DE6092690
Qualified in Nassau County
Commission Expires May 27, 20

New Horizon Counseling Center
Name of submitting business

Geri DiDemenico

Print name

Signature

Secretary

Title

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	: September 5, 2017
1)-F	Proposer's Legal Name: New Horran Couseling Centry, Enc.
2) A	address of Place of Business: 50 W. Hawthorne Avy Valley Stream W 11580
List a	all other business addresses used within last five years:
	Mailing Address (if different): 108-19 Rockoway Blvd., Ozone Park, NY 11420
Phor	ne: <u>718-845-26a0</u>
Does	s the business own or rent its facilities? <u>Ren t</u>
4) [	Dun and Bradstreet number: 162. 454466
5) F	Federal I.D. Number: 11-,259 3090
6) T	The proposer is a (check one): Sole Proprietorship Partnership Corporation Other (Describe)
þ	Does this business share office space, staff, or equipment expenses with any other business?  Ves No If Yes, please provide details:
8) E	Does this business control one or more other businesses? Yes No \(  \) If Yes, please provide details:



# Empowering Individuals & Strengthening Communities Thone 516-569-6600 Visit Us! www.NHCC.us

# **Business Addresses for NHCC**

1)	108-19 Rockaway Blvd., Ozone Park, NY 11420
2)	50 West Hawthorne Ave., Valley Stream, NY 11580
3)	1355 Noel Ave., Hewlett, NY 11557
4)	11 Rte. 111, Smithtown, NY 11780
5)	445 Oak Street, Copiague, NY 11726
6)	720 Beach 20 <sup>th</sup> Street, Far Rockaway, NY 11691
7)	1622 Central Ave., Far Rockaway, NY 11691
8)	88-02 Rockaway Beach Blvd., Rockaway Beach, NY 11693
9)	66-03 Beach Channel Drive, Arverne, NY 11692
10)	1603 Central Ave., Far Rockaway, NY 11691
11)	115-02 Ocean Promenade, Rockaway Park, NY 11694
12)	156-28 Crossbay Blvd., Howard Beach, NY 11414
	,

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

if Yes, provide details for each such conviction	
	d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes No _v If Yes, provide details for each such conviction
	e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes No/ If Yes, provide details for each such occurrence.
busines respect	ast (5) years, has this business or any of its owners or officers, or any other affiliated s had any sanction imposed as a result of judicial or administrative proceedings with to any professional license held? Yes No If Yes, provide details for ch instance.
pay any limited to such ye	past (5) tax years, has this business failed to file any required tax returns or failed to applicable-federal, state or local taxes or other assessed charges, including but not o water and sewer charges? Yes No _v_ If Yes, provide details for each ar. Provide a detailed response to all questions checked 'YES'. If you need more photocopy the appropriate page and attach it to the questionnaire.
	etailed response to all questions checked "YES". If you need more space, he appropriate page and attach it to the questionnaire.
17) Conflict a) co	
	(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.
	(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.
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.  NHCC countries all complayer, and record therebers to review allest to compact and made in the first of the Todate, there are NO conflicts of interest.

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:
and the second of the second o
Name, addresses, and position of all persons having a financial interest in the
iii) Name, address and position of all officers and the same partner; None
iv) State of incorporation (if applicable): Name of the company;
The fluid of employees in the firm, the
vi) Annual revenue of firm; # 16, 474, 000
viii) Summary of relevant accomplishments Attached
viii) Copies of all state and local licenses and permits.
الله الله الله الله الله الله الله الله
C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
D. Provide names and addresses for no fewer than three references for whom the Proposer perform this work.
Company Elm York Apsited I 0
Contact Person Robert Amsel
Address 100-30 Ditmon Blul
City/State East Elmhurst, NY 11369
Telephone 718-446-7900
Fax# 718-446-7938
E-Mail Address in to welm york-com

Company Central Assisted Living Program
Contact Person Eric Mendel
Address 1509 Central Ave.
City/State Far Rockasson, NY 11691
Telephone 718-41-7700
Fax#_718-471-7732
E-Mail Address
Company Wavecrest Home for Adults
Company Wavecrest Home for Adults Contact Person Jeffrey Edelman
the state of the s
Contact Person Jeffrey Edelman
Contact Person_ Jeffrey Edelman  Address 242 Beach 20th St.
Contact Person_ Jeffrey Edelman  Address 242 Beach 20th St.  City/State Far Rockaway, NY 1169

# CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRACONNECTION WITH THIS QUESTIONNAIRE MAY RESULT SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WILLDOOR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECTALSE STATEMENT TO CRIMINAL CHARGES.	T IN RENDERING THE ITH RESPECT TO THE PRESENT
I, Herrick Lipton, being duly sworn, state the items contained in the foregoing pages of this questionn attachments; that I supplied full and complete answers to eaknowledge, Information and belief; that I will notify the Councircumstances occurring after the submission of this question the contract; and that all information supplied by me is true to information and belief. I understand that the County will rely questionnaire as additional inducement to enter into a contraction.	taire and the following pages of each item therein to the best of my ty in writing of any change in onnaire and before the execution of to the best of my knowledge, on the information supplied in this
COM Contraction	
Sworn to before me this 8 day of September	20 <u>1</u> 7
Notary Public	DONNA DePIULA Notary Public, State Of New York No. 01DE6092690 Qualified In Nassau County Commission Expires May 27, 20
Name of submitting business: New Honzon Counse	ling Center, Inc.
By: Herrick Lipton X Print name	
Signature	



# Empowering Individuals & Strengthening Communities Referral & Information: 718-845-2620

# BOARD OF DIRECTORS

	BOARD OF DE
NAME	OFFICE
Gary Goldstein	President
Robert Cucco, M.D. 5 Arbor Street Great Neck, N.Y. 11021 Home # (516)487-3465 Cell # (347) 461-3523	Director
Gerl DiDomenico	,,,Secretary
Lowell Feldman	Director
Alan Gershon 674 Balfoar Pince Melville, NY 11747 Home II (631) 367-7477	Director
Carol Kravitz	Director
Martin Liebman	Treasurer
Thomas Mattioli	Vice President
Stephen Wexter	Director

Herrick Lipton, CEO

Date 5/1//7

iii) Name, address and position of all officers and directors of the company;
185 Causeway Road
Lawrence, NY 11559

Flora Bienstock, Chief Clinical Officer 53 Chauncoy Lane Lawrence, NY 11559

Sigal Mashali, Chief Administrative Officer 65 Cedar Drive Great Neck, NY 11021

Jeremy Merrill, Director of Care Coordination 475 Bayview Ave. Cedarhurst, NY 11516 State of New York

# Office of Alcoholism and Substance Abuse Services

Pursuant to the provisions of Article 32 of the Mental Hygiene Law

# The New Horizon Counseling Center, Inc.

is hereby granted this

# CHEMICAL DEPENDENCE

# OPERATING CERTIFICATE

authorizing the operation of Chemical Dependence Services, in compliance with the requirements of 14 NYCRR Parts 800 and 814 and the laws and regulations of the State of New York

Site

50 West Hawthome Avenue Valley Stream, New York 11580-6220

Program Name(s) Service(s)

Part 822 Outpatient Services



Dalle W. W TW Juston

CHARLES W. MONSON ASSOCIATE COMMISSIONER

200711865

CERTIFICATE NUMBER

Renewed

EFFECTIVE DATE: August 01, 2017
EXPIRATION DATE: July 31, 2020

# APPENDIX C - ATTACHEMENT VII

# APPENDIX C - ATTACHEMENT VII

# Summary of Relevant Accomplishments

For over 35 years, NHCC continues to provide a dynamic range of supports and services to Senior Citizens and their caregivers. NHCC works closely with seniors who are experiencing functional, cognitive or health care challenges that threaten their ability to remain in the community in their own homes. NHCC coordinates with community-based services and supports to enable individuals to continue to live at home while supporting and assisting their families and caregivers who are essential in this process.

Founded in 1981, NHCC opened its 1<sup>M</sup> outpatient behavioral health clinic in Queens. Soon after, the Agency took an innovative step in meeting the unmet needs of Adult Home residents by opening the 1<sup>St</sup> Ilcensed onsite AH clinic in NYC. Soon after, it established 3 more Adult Home and Assisted Living Program based clinics and in 2000 took over operations of a 5<sup>th</sup> clinic. The majority of Adult Home and Assisted Living clients are seniors with functional, cognitive, psychiatric and health issues and needs.

Recognizing that there were nearly 2000 Adult Home residents in the Rockaways with inadequate service options, in 1987 NHCC established a Day Treatment Program in Far Rockaway to help clients reach their potential through therapeutic interventions, rehabilitation and autonomous skills development. Due to the prevalence of seniors in the Adult Homes, the Day Program provides senior specific supports, services and groups that focus on reorientation and memory, coping with loss, nostalgia and reminiscing, nutrition, body movement and exercise. The program has computers and utilizes the internet and assistive applications to aid seniors with their connections to current events, history, music and socialization. Services not only center on improving behavioral health and wellness, but focus on helping clients live in the community settings that they desire.

Nearly half of the adults served by the Agency community-based clinics are older adults and seniors. Nearly two-thirds of the individuals served in the adult home setting are age 60 and older. Approximately half of the individuals served in the Assisted Living settings are age 65 and older. The majority of individuals served by the Day Treatment Program are age 60 and older. Most of the participants in the Clubhouse program are seniors. Sixty- five percent of the clients served by the Case Management Program are ages 60 and up. Nearly one third are geriatric. Many of these older adults have medical problems and functional and/or cognitive deficits. Through Health Monitoring and Care Management, the Agency is already assessing and addressing those needs, making necessary referrals and linkages to improve the overall health,

# APPENDIX C - ATTACHEMENT VII

well-being and autonomy of these individuals. Due to the prevalence of seniors, NHCC places a priority on hiring qualified licensed professionals including gerontologists with experience serving seniors, individuals with dementia and their families. The Care Coordination program links seniors to community services and supports that not only promote physical and emotional wellness, but reduces isolation and sustains family and community relationships.

NHCC recognizes that seniors are becoming an increasingly underserved population. The culture of institutional care as the most likely option for advanced care undermines the family unit and erodes the quality of life for seniors with AD/D. As a community-integrated service provider for 35 years, NHCC understands that with proper supports and linkages to community services, there are more desirable options and opportunities for seniors with increasing needs to remain with their families in their own homes. These alternatives also relieve the great financial burden that the reliance on institutionalized care places on the community-at-large.

in 2014, with the needs of this underserved population in mind, NHCC proposed and was awarded a NYS Balancing incentive Program Grant to develop a community-based Adult Support Program to serve older adults and seniors. This Program offers service solutions and provides caregiver supports and training, reducing the likelihood that loved ones with AD/D will require costly institutional care sooner as the disease progresses. The Program engages and empowers seniors, caregivers and natural supports and connects them with community-based services so that seniors with functional, cognitive or health care challenges can remain in the community for as long as possible. The Program empowers seniors and their caregivers with the desired level of control over the types of services they wish to receive, how they will be delivered and the ongoing support necessary to handle these responsibilities. NHCC targeted the Rockaway Peninsula due to its greater senior demographics than other communities in Queens, its geographical isolation, its larger minority populations and the greater percentage of individuals in poverty or with reliance on government benefits.

The Adult Support Program evaluates the needs and desires of seniors with medical, physical, AD/D, psychiatric and/or functional and cognitive challenges threatening their ability to live on their own or the ability of their families to be successful caregivers by connecting these individuals with the community-based services and supports they need, ongoing monitoring of their situation at home and incorporating relationships with family, friends and community supports in promoting and preserving the desired outcomes, Staffing is comprised of licensed social workers, registered nurses and care specialists. The Adult Support Program is staffed by licensed social workers and registered nurses who collaborate on the development and outcomes of the Health, Psychosocial, Functional and Client Self-Assessments and Caregiver interviews.

# APPENDIX C-ATTACHEMENT VII

In March 2015, NHCC adopted the former Peninsula Counseling Center Alzheimer's Senior Adult Day Care program. "The Club", located in Hewlett, NY, is partially funded by the Nassau County Office for the Aging. Its existing space is not optimal and NHCC has identified a new space, also located in Hewlett for the Senior Adult Day Services Program (SADS).

The SADS provides its members with social activities, individual counseling, health assessment, health promotion, nutrition education, exercise, active and passive recreation, grooming, hygiene, music and movement, discussion groups activities designed to maximize the individual's cognitive and functional abilities and social activities. It provides caregivers with individual counseling, education, support and caregiver training. Referrals and advocacy are also provided. As detailed in the Request for Proposal, NHCC initiated Quality improvement measures and devised new protocols to ensure that the SADS program will provide the highest quality of services to its members and their caregivers and will integrate with the served communities to raise AD/D awareness, promote linkages of services and reach out to the underserved and minority populations in these communities.

As indicated above, NHCC has a 35 year commitment and extensive experience providing a dynamic range of services, supports and linkages to seniors and individuals with Alzheimer's disease and dementia (AD/D) makes the Agency distinctively qualified in addressing functional and cognitive deficits, mental health, physical health, empowering them to achieve and maintain personally-desired settings in which to live as independently as possible and with the least amount of restrictions. NHCC will utilize its grass-roots and hands-on approach to reach out and connect with the target population by going to where they live and improve their supports in the community. The Agency is committed to supporting families and caretakers, to ensure that their loved ones with AD/D function to their optimal desired levels. NHCC is well qualified to provide SADS services and has the vision, resources and linkages to ensure that the

NHCC provides a diverse range of culturally sensitive and linguistically diverse services and supports. This encompasses individual therapy, group therapy, marital and family counseling, psychopharmacology, medication education, medication management, 24 hour crisis intervention, health monitoring, substance use and abuse, drug replacement therapy, co-occurring services, tobacco cessation, dual diagnosis services, peer support services, community outreach and education, rehabilitation and recovery, targeted case management services, care coordination, day habilitation, prevocational training, employment training, independent skills training, housing referrals, day treatment services, clubhouse program, affirmative business program, assertive competitive employment (ACE), a drop-in center, Alzheimer's disease and dementia day services programming and volunteer services.

# APPENDIX C - ATTACHEMENT VII

NHCC's experience as a Project Hope provider, the direct impact that the storm had on its own clinics, clients and the communities-at-large, tested and proved the Agency's strategic disaster planning. All staff including agency leadership, clinicians, psychiatrists, case managers and peers engaged in services. NHCC was instrumental in relocating clients out of residential settings to temporary shelters in Brooklyn, Queens, and the Bronx. NHCC connected clients to primary care and other health providers when their previous providers were also impacted by the storm. NHCC set up temporary behavioral health clinics and case management services to provide uninterrupted services to its displaced clients. NHCC's actions are indicative of its dedication treatment and wellness.

NHCC's service linkages for continuity and integration of care includes emergency medical services, emergency psychiatric services, inpatient mental health and substance abuse programs, alcohol and substance abuse outpatient treatment programs, senior care, medical clinics, laboratories, pharmacies, residential providers, transportation services, academic, vocational & social rehabilitation programs, PROS programs, self-help, peer and advocacy groups, veteran services, care coordination, health homes and other outpatient behavioral health clinic providers.

NHCC has a strong record of success in outreaching and connecting to the surrounding communities. Since its inception, NHCC has been an active member in the local government and community councils and maintains active liaisons with local government officials to advocate on behalf of it clients and the unmet needs of underserved communities. NHCC is a member of the Five Towns Community Chest that represents the interests and needs of the SADS program's served communities. NHCC's grassroots approach to community-inclusion and outreach was fortified by the experiences of Project Hope. NHCC went into the Superstorm impacted communities along parts of the South Shore, going door to door and reaching out to the community where they lived, worked, learned, prayed, socialized and shopped. NHCC distributed information about support services across the impacted area, set up informational booths and klosks and led support groups and workshops. From this arose unique outreach and marketing teams ensuring that the served communities are not only aware of NHCC's dynamic services but have a greater awareness of behavioral health, AD/D, substance use and developmental disability issues and services. The outreach and marketing teams work directly with each program's leadership to ensure that linkages of services that meet the needs, cultural diversity and linguistic makeup of the community are developed. NHCC sponsors several community events in which the served communities will develop a relationship with NHCC, be aware of its services and seek them if needed. NHCC's store front approach to its services offers high visibility to community members who may require the Agency's services but does not know that they exist. NHCC provides workshops in the community and participates in health

# APPENDIX C - ATTACHEMENT VII

fairs. NHCC works with all of the local school districts in its served communities to ensure that students and their families have access to services. NHCC distributes and mass malls informational material to the community to improve access to services. The success of NHCC's outreach can be measured by its growth in clients served and its extended reach throughout its served communities. In just a few years, NHCC went from a client base of under 1000 individuals to approximately 7000 today. The outreach team reached out to homeless shelters are services which were originally site based and to a 180 bed residential facility has evolved into a Suffolk Counties. Since taking over all of the former Peninsula Counseling Center programs in March 2015, each has expanded its outreach efforts and has experienced a growth in census. Referrals, walk-ins and calls have increased. The SADS program formerly operated by Peninsula receivers served, the units of service provided and the cultural diversity of its members.

The mission of the Social Adult Day Services (SADS) program is to help each caregiver have the abilities, supports and resources necessary to help their loved one with AD/D live safely, autonomously and optimally in their own home while addressing the needs of the caregivers themselves. The role of caregiving can lead to stress, depression, anxiety, loss of financial resources, isolation and unchallenged feelings of guilt, anger and selfishness. The role of caregiving is essential and challenging. It is vital to the wellbeing of the caregiver, family, care-receiver and the community-at-large to make available the person-centered respite, relief, support, education, linkages and awareness that an SADS program provides. In order to SADS program works directly with the care-receivers themselves to promote wellbeing, autonomy, safety and socialization.

### CONFLICT OF INTEREST POLICY

### SECTION 1. PURPOSE:

New Horizon Counseling Center, Inc. is a nonprofit, tax-exempt organization. Maintenance of its tax-exempt status is important both for its continued financial stability and for public support. Therefore, the IRS as well as state regulatory and tax officials view the operations of New Horizon Counseling Center, Inc as a public trust, which is subject to scrutiny by and accountable to such governmental authorities as well as to members of the public. Consequently, there exists between New Horizon Counseling Center, Inc. and its board, officers, and management employees and the public a fiduciary duty, which carries with it a broad and unbending duty of loyalty and fidelity. The board, officers, and management employees have the responsibility of administering the affairs of New Horizon Counseling Center, Inc. honestly and prudently, and of exercising their best care, skill, and judgment for the sole benefit of New Horizon Counseling Center, Inc. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with New Horizon Counseling Center or knowledge gained-there from for their personal benefit. The interests of the organization must be the first priority in all decisions and actions.

### **SECTION 2. PERSONS CONCERNED:**

This statement is directed not only to directors and officers, but to all employees who can influence the actions of New Horizon Counseling Center, Inc. For example, this would include all who make purchasing decisions, all persons who might be described as "management personnel," and anyone who has proprietary information concerning New Horizon Counseling Center, Inc.

### SECTION 3. AREAS IN WHICH CONFLICT MAY ARISE:

Conflicts of interest may arise in the relations of directors, officers, and management employees with any of the following third parties:

- 1. Persons and firms supplying goods and services to New Horizon Counseling Center, Inc.
- 2. Persons and firms from whom New Horizon Counseling Center, Inc. leases property and equipment.
- 3. Persons and firms with whom New Horizon Counseling Center, Inc. is dealing or planning to deal in connection with the gift, purchase or sale of real estate, securities, or other property.
- 4. Competing or affinity organizations.
- 5. Donors and others supporting New Horizon Counseling Center, Inc.
- 6. Agencies, organizations. and associations which affect the operations of New Horizon Counseling Center, Inc.
- 7. Family members, friends, and other employees.

19

This manual has been revised, updated and approved as of July 8, 2009 from all previous version(s). All revisions will be binding and supersede any previous rules and regulations.

# SECTION 4. NATURE OF CONFLICTING INTEREST:

A conflicting interest may be defined as an interest, direct or indirect, with any persons or firms mentioned in Section 3. Such an interest might arise through:

- 1. Owning stock or holding debt or other proprietary interests in any third party dealing with New Horizon Counseling Center, Inc.
- 2. Holding office, serving on the board, participating in management, or being otherwise employed (or formerly employed) with any third party dealing with New Horizon Counseling Center, Inc.
- 3. Receiving remuneration for services with respect to individual transactions involving New Horizon Counseling Center, Inc.
- 4. Using New Horizon Counseling Center, Inc. 's time, personnel, equipment, supplies, or good will for other than New Horizon Counseling Center, Inc. -approved activities, programs, and purposes.
- 5. Receiving personal gifts or loans from third parties dealing or competing with New Horizon Counseling Center, Inc.

  Receipt of any gift is disapproved except gifts of a value less than \$50, which could not be refused without discourtesy. No personal gift of money should ever be accepted.

### SECTION 5. INTERPRETATION OF THIS STATEMENT OF POLICY:

The areas of conflicting interest listed in Section 3, and the relations in those areas which may give rise to conflict, as listed in Section 4, are not exhaustive. Conflicts might arise in other areas or through other relations. It is assumed that the directors, officers, and management employees will recognize such areas and relation by analogy. The fact that one of the interests described in Section 4 exists does not necessarily mean that a conflict exists, or that the conflict, if it exists, is material enough to be of practical importance, or if material, that upon full disclosure of all relevant facts and circumstances it is necessarily adverse to the interests of New Horizon Counseling Center, Inc. However, it is the policy of the board that the existence of any of the interests described in Section 4 shall be disclosed before any transaction is consummated. It shall be the continuing responsibility of the board, officers, and management employees to scrutinize their transactions and outside business interests and relationships for potential conflicts and to immediately make such disclosures.

### SECTION 6. DISCLOSURE POLICY AND PROCEDURE:

Transactions with parties with whom a conflicting interest exists may be undertaken only if all of the following are observed:

- 1. The conflicting interest is fully disclosed;
- 2. The person with the conflict of interest is excluded from the discussion and approval of such transaction;
- 3. A competitive bid or comparable valuation exists; and
- 4. The [Board of Directors] has determined that the transaction is in the best interest of the organization.

Disclosure in the organization should be made to the Executive Medical Director/
Executive officer (or if she or he is the one with the conflict, then to the board chair), who shall bring the matter to the attention of the [Board of Directors]. Disclosure involving directors should be made to the board chair, (or if she or he is the one with the conflict, then to the board vice-chair) who shall bring these matters to the [Board of Directors]. The [Board of Directors] shall determine whether a conflict exists and in the case of an existing conflict, whether the contemplated transaction may be authorized as just, fair, and reasonable to New Horizon Counseling Center, Inc. The decision of the [Board of Directors] on these matters will rest in their sole discretion, and their concern must be the welfare of New Horizon Counseling Center, Inc. and the advancement of its purpose.

# COUNTY OF NASSAU

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

of Joint Ventures, and all members and officers of limited liability companies (attach addition sheets if necessary):  See attached  5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Public held Corporation, include a copy of the 10K in lieu of completing this section.	1. Name of the Entity: New Horizon Counseling Center, Inc.
2. Entity's Vendor Identification Number: 11-259-3090 3. Type of Business: Public Corp Partnership Joint Venture  Ltd. Liability Co Closely Held Corp Not for Prof. to Other (specify) 4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all partiof Joint Ventures, and all members and officers of limited liability companies (attach addition sheets if necessary):  See attached.  5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Public held Corporation, include a copy of the 10K in lieu of completing this section.	Address: 108-19 Rockaway Blod.
3. Type of Business:Public CorpPartnershipJoint VentureLtd. Liability CoClosely Held CorpNot for Profit _Other (specify)  4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all partiof Joint Ventures, and all members and officers of limited liability companies (attach addition sheets if necessary):  See attached  5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Public held Corporation, include a copy of the 10K in lieu of completing this section.	
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shareholder is not an individual, list the individual shareholders/partners/members. If a Public held Corporation, include a copy of the 10K in lieu of completing this section.	
None_	shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly
	None.



# Empowering Individuals Strangthening Communities Referrel & Information: 718-845-2820

# BOARD OF DIRECTORS

NAME	OFFICE
Gary Goldstein	President
Robert Cucco, M.D. 5 Arbor Street Great Neck, N.Y. 11021 Home # (516)487-3465 Call # (347) 461-3523	Director .
Gerl DiDomenico	Secretary
Lowell Peldman	Director
Alan Gershon	Director
Carol Kravitz 15 Taddington Street Great Neck, N.Y. 11023 Home # (516) 487-4509	Director
Martin Liebman	Treasurer
Thomas Mattioli	Vice President

Herrick Lipton, CEO

Date\_5/1//7

iil) Name, address and position of all officers and directors of the company;
185 Causeway Road
Lawrence, NY 11559

Flora Bienstock, Chief Clinical Officer 53 Chauncoy Lane Lawrence, NY 11559

Sigal Mashall, Chief Administrative Officer 65 Cedar Drive Great Neck, NY 11021

Jeremy Merrill, Director of Care Coordination 475 Bayview Ave. Cedarhurst, NY 11616

Page 2 of 4
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 participat in the performance of the contract.
None
7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.
(a) Name, title, business address and telephone number of lobbyist(s):
None
·

# Page 3 of 4

New Horizon Cou	nseling Center, Inc. has no
lobbying action	nseling Center, Inc. has no
(c) List whether and when Nassau County, New York State	re-the-person/organization is registered as a lobbyist (e.g., ):
New Horizon	n Counseling Center, Inc. has m
773 00	
71	
8. VERIFICATION: This section	n must be signed by a principal of the consultant,
contractor or vendor authorized	as a signatory of the firm for the purpose of executing Co
The undersigned affirms and so s	swears that he/she has read and understood the foregoing
	as a signatory of the firm for the purpose of executing Coswears that he/she has read and understood the foregoing or knowledge, true and accurate.  Signed:

### Page 4 of 4

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

# CONTRACT FOR OASAS TREATMENT SERVICES

THIS AGREEMENT, dated as of	, 201	(together	with the
schedules, appendices, attachments and exhibits, if any, this "Agreeme	ent"), between	n (i) Nassau (	County a
municipal corporation having its principal office at 1550 Franklin Aver	iue, Mineola,	New York 1	1501 (the
"County"), acting for and on behalf of the Nassau County Department o	f Human Ser	vices, Office	of Mental
Health, Chemical Dependency and Developmental Disabilities Service	es, having its	principal of	fice at 60
Charles Lindbergh Boulevard, Suite 200, Uniondale, N.Y. 11553-368'	7 (the "Depar	tment"), and	(ii). New
Horizon Counseling Center a New York State not-for-profit [change	if not New	York or not-f	or-profit]
corporation, having its principal office at 108-19 Rockaway Bly	d, Ozone P	ark, NY 11	420 (the
"Contractor").			<b>V</b>

#### WITNESSETH:

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; and

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

WHEREAS, the State of New York, through its Office of Alcoholism and Substance Abuse Services (the "Office"), is desirous of providing funding to the County in connection with the implementation and administration of effective policies and programs designed to carry out the services described in this Agreement and has formulated, set forth and outlined certain criteria and guidelines in connection therewith and has authorized the County on behalf of the Department to enter into agreements with contractors in cooperative efforts to accomplish such aims and purposes; and

WHEREAS, the Contractor is a not-for-profit corporation duly chartered by the State of New York and is empowered and authorized, among other things, to engage in Alcohol and/or Substance Abuse programs and has adequate facilities and competent personnel essential to the successful development and implementation of Education, Prevention and Treatment programs involving alcohol and substance abuse;

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

- 1. <u>Term.</u> This Agreement shall commence on January 1, 2018 and terminate on December 31, 2018, unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "<u>Agreement Year</u>"), subject to all the terms and conditions of this Agreement including that the County may terminate this Agreement.
- 2. <u>Services</u>. The services to be provided by the Contractor under this Agreement (the "Services") shall be: 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.

- 3. Payment. (a) Amount of Consideration.
  - (i) <u>Agreement Year</u>. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement during the first Agreement Year (the "<u>First Year Maximum Amount</u>") shall not exceed **Four Hundred Ninety Three** Thousand Seven Hundred Seventy One Dollars (\$493,771.00) to be paid as follows:
    - (A) One third (1/3) of the First Year Maximum Amount shall be paid in advance upon execution of this Agreement (the "Advance").
    - (B) Subsequent monthly installments shall be paid on a reimbursement basis for actual expenses incurred solely in accordance with the budget attached hereto.
    - (C) Generally, on each of the first eleven (11) claims of the Contractor made under this Agreement, the Contractor will reduce its amount claimed by one eleventh (1/11) of the Advance. This recapture schedule may be modified at the Department'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 (except as set forth above in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a certified statement of expenses and income for the applicable period, in a form satisfactory to the County 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 Department 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 Department and/or the Comptroller.
- (c) <u>Timing of Payment Claims</u>. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.
- (d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement. The Contractor agrees 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.
- (e) <u>Payments in Connection with Termination or Notice of Termination</u>. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for Services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

- (f) <u>Additional Payment Provisions</u>. The following provisions shall also govern payment with respect to the items to which they relate:
  - (i) Reimbursement by the contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent, as hereinafter defined (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 Contactor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.
  - (ii) <u>Budget</u>. The amount to be paid to the Contractor for Services shall be in accordance with the line-item annual budget (the "<u>Budget</u>") attached to this Agreement. Amounts allocated to line items within the total amount of the Budget attached hereto may be transferred among items upon written request by the Contractor and approval by the County or Department. Any inconsistent provision of this Agreement notwithstanding, the Contractor agrees that any fees paid by or on behalf of a recipient to the Contractor for Services and activities conducted in implementing the program funded by this Agreement, and any income derived from any funds provided by the County or the Office pursuant to the Agreement, shall be accounted for and applied in such a manner and to such purpose as shall be provided by the budget for such program, approved in writing by the County or Department.
  - (iii) Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Department, in duplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid to the County simultaneously with the filing of the reconciliation report. Funds for one Agreement Year shall not be applied to or utilized for a different Agreement Year.
- 4. <u>Independent Contractor</u>. 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 "<u>Contractor Agent</u>"), 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 as a Person with the authority to commit the County to any obligation. As used in this Agreement, the word "<u>Person</u>" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

- 6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including those relating to 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 "D", conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, confidentiality, 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 and U attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted, including without limitation, those issued by the Office and the Department.
- (b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:
  - (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- (c) <u>Records Access</u>. The parties acknowledge and agree that all records, information, and data ("<u>Information</u>") 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. (i) The Contractor shall fully comply with regulations relating to the confidentiality of alcohol and drug abuse patient records as published in the Federal Register, August 10, 1987, 42 CFR, Part 2, Vol. 52, No. 110, as may be amended from time to time. (ii) The Contractor shall comply with the provisions of Section 290-299 of the Executive Law and the Civil Rights Law of New York State, as amended, will furnish all information and reports deemed necessary by the New York State Division of Human Rights under the Law, and will permit access to its books, records and accounts by the New York State Division of Human Rights, the Attorney General and the Industrial Commissioner for the purposes of investigation to ascertain compliance with the nondiscrimination clauses, the Executive Law and Civil Rights Law. (iii) The provisions of this Section shall survive the termination of this Agreement and any breach of these provisions shall be cause for immediate termination of this Agreement.
- (e) The Contractor shall not discriminate in the admission, care, treatment, employment, and confidentiality of persons with AIDS or HIV-related medical conditions. Agencies found to have discriminated or to have breached the confidentiality of AIDS-related medical records will be required to implement remedial plans, including staff education, to prevent future incidents. In cases of repeated violations or refusals to comply, state funding to such agencies will be terminated and/or administrative fines imposed.
- (f) The Contractor shall fully comply with all applicable provisions of Part 84 of Title 45 of the Code of Federal Regulations, as may be amended from time to time, concerning nondiscrimination on the basis of handicap.
- 7. <u>Minimum Service Standards</u>. 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 in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.
- (c) The Contractor, in accordance with Law, as hereinafter defined and under the guidance and jurisdiction of the Department and the Office, shall formulate, develop, and implement plans and programs in accordance with various treatment modalities for the prevention or treatment of chemical abuse.
- (d) The Contractor shall maintain units of service and expectancies (which may be amended from time to time) established by the County, the Department and the Office.

- (e) The Contractor shall provide Services, including, but not limited to, the following:
  - (i) The planning of treatment according to acceptable medical and professional standards for effective services to the greatest number of clients without delay;
  - (ii) The rendering of Services to adults and children under appropriate professional direction;
  - (iii) Services of professional staff which shall be integrated through meetings and conferences for the planning for care for all clients;
  - (iv) Consultant services to other County Departments, community agencies, and other groups to facilitate appropriate care and/or referral of the chemical abusing and addicted population as well as significant others;
  - (v) To conduct outreach efforts for priority groups as established by the Department.
- (f) The Contractor agrees to provide services as required by this Agreement, If necessary, at least three (3) evenings each week, if providing chemical dependency services.
- (g) The Contractor's Director or the Coordinator of its chemical dependency services shall participate in six (6) mandated "Coordinators' meetings" per year. The Department will give notice to the Contractor as these meetings are scheduled.
- (h)—The Contractor shall-maintain or eause to be maintained appropriate case records for each chemical abuser participating in the alcohol or substance abuse treatment program conducted pursuant to this Agreement which will permit the reporting of census, contacts or both on a monthly basis. Such report shall be submitted on forms designed by the Office and the Department in accordance with the instructions therefore.
- (i) The Contractor shall keep, maintain and furnish statistics, data, case records and narrative reports as may be required and directed on forms designed by the Department and the Office and to make all such records available for inspection and copy at all times by authorized personnel of the Department and the Office.
- (j) 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, no later than forty-five (45) days before the beginning of the year in which the operating schedule will be effective.
- (k) No person shall be denied services because of an inability to pay or because of, including but not limited to, race, sex, color, disability, marital status, creed or country of origin. The Contractor shall make no distinctions among participants under this Agreement on the basis of race, color, creed, national origin, sex, disability or marital status.
- (I) Neither the Contractor nor any if 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 member 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.

- (m) No chief administrator, executive officer, executive director, head of staff or person holding a similar position shall be appointed by the Contractor to administer or work in this program, except with the written approval of the Department. The Contractor shall notify the Department in writing no less than thirty (30) days prior to anticipated changes in personnel at the Executive and/or Program Director level, or in the administrative oversight of the organization, or in the location of any Services funded through the Department and the Office.
- (n) The Contractor shall review and evaluate its program, as frequently as may be necessary, but at least annually, and submit such evaluation report on forms designated by the Department to insure that its program is being effectively implemented, and shall encourage the Contractor staff to continue their training and education in maintaining the quality of the Contractor's service.
- (o) The Contractor shall forward to the Department copies of annual reports, evaluations and Board minutes.
- (p) Both parties hereto agree that they will aid and cooperate with each other and the Office in the coordination of all activities herein contemplated in an effort to maximize results for those exposed to or likely to be exposed to chemical abuse.
- (q) The Contractor shall furnish an annual written notice of the names of those individuals serving as members of the Board of the Contractor, and will submit a copy of its By-Laws if the same have been revised since the last submission, within thirty (30) days of such changes or revisions.
- (r) The Contractor's agency Board of Directors or Trustees shall meet at least nine (9) times a year, and copies of all Board minutes from these meetings shall be forwarded to the Department within thirty (30) days of each Board meeting.
- (s) The Contractor shall [1] 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 hire sufficient numbers of multi-lingual direct service workers, and [2] provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer populations it serves.
- (t) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services through the County's No Wrong Door initiative.
- 8. <u>Indemnification: Defense: Cooperation</u>. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "<u>Indemnified Parties</u>") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("<u>Losses</u>"), 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; <u>provided</u>, <u>however</u>, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

- (b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- (c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
  - (d) The provisions of this Section shall survive the termination of this Agreement.
- 9. <u>Insurance.</u> (a) <u>Types and Amounts.</u> The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit-liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, 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) <u>Delivery: Coverage Change: No Inconsistent Action</u>. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance.

The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

- 10. <u>Assignment: Amendment: Waiver: Subcontracting.</u> This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "<u>County Executive</u>"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.
- 11. <u>Termination</u>. (a) <u>Generally</u>. 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 "<u>Cause</u>" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.
- (b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- (c) <u>Contractor Assistance upon Termination</u>. In connection with the termination or impending termination of this Agreement, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County to insure proper care and referral of patients to other suitable facilities, adequate disposition of case records, and appropriate disposition of property, equipment and funds vested in the name of the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.
- 12. Accounting Procedures: Records. (a) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

- (b) The Contractor agrees that, if notified by the Department that the Contractor is a Subrecipient of federal funds as part of the reimbursement against this Agreement, the Contractor shall comply with all the applicable compliance and audit requirements of OMB Circular A-133 as amended, including but not limited to ensuring that the required audits are performed and appropriate corrective action is taken promptly. The Contractor shall permit the County and its auditors to have access to the Contractor's records and financial statements as necessary for the County to review the Contractor's compliance. The Contractor shall fully cooperate with the Department in the Department's monitoring of the Contractor's adherence to the applicable federal laws and regulations, if applicable.
- (c) Inventory. (i) Title to all equipment, supplies, material and furniture purchased with funds paid under this Agreement (the "Equipment") shall vest in the County or the Office, as applicable, and the Equipment shall not be disposed of without the prior written approval of the County.
  - (ii) The Contractor shall submit to the Department, at least fifteen (15) days prior to the placing of an order to purchase furniture and/or equipment, a list which shall set forth the number of such items proposed to be purchased, their respective intended location and use, the estimated unit price, the estimated total price of the proposed order, and three (3) bids on each item proposed to be purchased, as required by the County. The Contractor shall secure written approval from the Department and the Office prior to the placing of any order to purchase, as required.
  - (a) The Contractor shall, upon discovery of a theft or unexplained disappearance of any item of furniture or equipment, promptly report the matter to the police and the Department.
  - (b) The Contractor must also make a record of the disappearance, including a record of the results of any investigation which may be made.
  - (iii) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.
  - (iv) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.
  - (d) The provisions of this Section shall survive the termination of this Agreement.

- 13. <u>Limitations on Actions and Special Proceedings against the County</u>. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- (a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.
- (b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 14. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.
- 15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the Person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.
- 17. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

- (b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.
- (d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 18. <u>Publications.</u> The Contractor shall not publish any research findings concerning the data ascertained in consequence of conducting the subject program without first obtaining the Office's and the Department's written approval. Any publication, presentation at a professional conference, or announcement of any nature, issued or authorized by the Contractor, relating to the subject program shall acknowledge the Office's and the Department's support in clearly legible print using the following statement: "Contractor and/or program is funded by the New York State Office of Alcoholism and Substance Abuse Services and the Nassau County Department of Drug and Alcohol Addiction."
- 19. <u>Funding</u>. Funding for this Agreement is contingent on 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 Legislature makes a budgetary appropriation for this purpose, the County may allocate to the Contractor a portion of these additional funds. Such allocation shall be accomplished by formal written amendment of this Agreement and the budget attached hereto. Payment to the Contractor of any such additional allocation shall be made on a reimbursement basis for amounts actually expended as provided for elsewhere in this Agreement.
- 20. <u>Certifications.</u> (a) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding lobbying as set forth in Exhibit "A" attached hereto.
- (b) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Environmental Tobacco Smoke as set forth in Exhibit "B" attached hereto.
- (c) The Contractor hereby certifies that, to the best of its knowledge, it is in compliance with the Office's requirements regarding Closely Allied Entities as set forth in Exhibit "C" attached hereto, and that the information provided by the Contractor in Exhibit "C" is true and correct to the best of its knowledge.
- 21. <u>Section and Other Headings</u>. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 22. <u>Entire Agreement</u>, This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

- 23. Executory Clause. Notwithstanding any other provision of this Agreement:
- (a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).
- (b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

[Remainder of Page Intentionally Left Blank]

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

# **New Horizon Counseling Center**

By: Nech
Name: Herrick Lipton
Title: CEO
Date: 11 20 7
NASSAU COUNTY
By: Keel Rose-Lowder
By: Kegh Rose-Lowder Name: Keyle Rose-Lowder
Title: County Executive
Title: Chief Deputy County Executive
Title: Deputy County Executive .
Date: 3/30/18

# PLEASE EXECUTE IN **BLUE** INK

	STATE OF NEW YORK) )ss.: COUNTY OF NASSAU)
	On the 20th day of November in the year 201 the before me personally came Herrick Lipton to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nossan ; that he or she is the Co of November Tro., 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.
, and w	NOTARY PUBLIC  DONNA DePIULA  Notary Public, State Of New York  No. 01DE6092890  Qualified In Nassau County Commission Expires May 27, 20
	STATE OF NEW YORK)  (SS.:  COUNTY OF NASSAU)  On the 20 day of March in the year 2018 before me personally came Kyle Rose - Louder to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of; 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.
	NOTABLE TO

NOTARY PUBLIC

TANYA L CARTER
Notary Public, State of New York
No. 01CA6072855
Qualified in Nassau County
Commission Expires April 15, 20.

### EXHIBIT A

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The Contractor certifies, to the best of its knowledge and belief, that:

- 1. No State or Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence <u>legislation or appropriation actions</u> pending before local, State and Federal executive and/or legislative bodies in connection with the awarding of any contract, the making of any grant, the making of any loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any contract, grant, loan, or cooperative agreement.
- 2. If any funds other than State or Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence <u>legislation or appropriation actions</u> pending before local, State and Federal executive and/or legislative bodies in connection with this contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Failure to file the required certification shall be subject to civil penalty by the Federal government of not less than \$10,000 and not more than \$100,000 for each such failure.

Agency: New Horizon Counseling Center Legal Name of School or Contractor
By: Xtech
Name: Herrick-Eigton
Title: CEO
Date: 11/20 17-

### EXHIBIT B

NEW YORK STATE OFFICE OF ALCOHOLISM AND SUBSTANCE ABUSE SERVICES CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

# Certification for Contracts, Grants, Loans and Cooperative Agreements

Public law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residents; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification the Contractor certifies that the Contractor will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The above recited language reflects the federal requirements or all federally funded programs. However, New York State Public Health Law 1399-0, governing smoking in public places and facilities, is more restrictive than the federal law. In all instances, if any state or local law, rule or regulation is more restrictive than the applicable federal law then all terms of the state or local law, rule or regulation shall apply.

Agency: New Horizon Counseling Center Legal Name of School or Contractor	
By: X Lesh Ja	
Name: Herrick Goton	
Title: CEO	_
Date: 11 20 17	

## EXHIBIT C

Section F of the Entity Identification; NYS Charities Registration Information; and Required Certification Form to the OASAS Contract Document

### F. CLOSELY ALLIED ENTITIES CERTIFICATION

The undersigned (authorized official signing for the applicant organization) certifies that the following information is correct:

Does your organization have a relationship with any entity which meets the criteria (of a closely allied entity (CAE), as defined in Local Services Bulletin No. 1999-02, issued on January 29, 1999.

# []YES | | NO

If YES, please identify each entity below and, by checking the box next to each, in the column labeled "In Compliance", certify that, in accordance with OASAS policy on closely allied entities, as delineated in Local Services Bulletin No. 1999-02:

Amounts included in the provider's OASAS approved annual budget and State Aid expenditure reimbursement claims, for service provider expenditures involving any and all transactions with a CAE, including the leasing of property and/or the purchase of good and/or services from a CAE are/will be restricted to the lesser of the actual cost to the CAE or fair market value of the transaction.

All funds available to the service provider, through fund raising activities carried out by a CAE on behalf of the service provider, are/will be reflected in the service provider's OASAS approved annual revenue budget.

Documentation is/will be maintained to full demonstrate compliance with OASAS policy.

CAE Name	In Compliance			
Agency: New Horizon Counseling Center Legal Name of School or Contracto  By: X  Name: Herrick Inplor  Title: CEO  Date: 11/20/17				

#### EXHIBIT D

# 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 New Horizon Counseling Center (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.

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

NASSAU COUNTY

By: Kyu Rose-bouder Print Name: Kyle Robe Lauder

Date:

New Horizon Counseling Center

Print Name: Herrick Lipton
Title: CEO

Date: 11 20 12

# Appendix A Program Narrative

# APPENDIX A – PROGRAM NARRATIVE 2017 BEHAVIORAL HEALTH SERVICES

Agency Name: New Horizon Counseling Center, Inc.

Agency Address: 50 West Hawthorne Ave., Valley Stream, NY 11580

Agency Contact Person: Cecily Haramis Telephone: 516-872-9698

Program Name: New Horizon Counseling Center Chemical Dependence Treatment

Program

OASAS/OMH/OPWDD Program Type: Medically Supervised Outpatient Chemical Dependency Program (OASAS)

OASAS/OMH/OPWDD Program Code: 3520

Funding Source Code: 013M

1. 1. PROGRAM DESCRIPTION: Monday through Thursday, 9AM to 9PM Friday, 9AM-5PM Saturday, 9AM-1PM

#### A. Overall Mission:

To provide quality assessments and treatment to those affected by addiction and co-occurring disorders.

B. Program Objectives and Services Provided:

Services include informational and referral; diagnostic evaluations and medical assessments; psychiatric evaluations and medication monitoring; individual, group and family therapy; urinalysis and breathalyzer testing; chemical dependency education; DWI groups in both English and Spanish; Anger management groups, adolescent services, Suboxone maintenance, services to significant others and young adults. We use various evidenced based models within our different treatment tracks, all recommended by SAMSHA and/or OASAS. Cognitive Therapy is used to help patients identify disordered thinking and change behavior. Motivational Interviewing is used to help patients move from the pre-contemplative stage to an active stage of recovery. In the adolescent track we use the Matrix model and the Change Companies Keep It Direct and Simple series both evidence based models. With our co-occurring group we use the Wellness Self-Management plus workbook and the Co-occurring Disorders treatment workbook. Our staff psychiatrist is Suboxone certified which helps the Opioid addicted.

# C. Target Population(s) Served:

We serve clients and their families from the age of 12 and up who are affected by addiction. We have provide services in English and Spanish,

## 2. PROGRAM DEVELOPMENT

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

Modified Mini Screen

	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.
<u>X</u>	
X	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. (MICA Porgram)
X	Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
<u>X</u>	Family support program objective: To increase family support to those affected by addiction. To have a forum for families to receive education and support about addiction as well as take part in program development.
	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
<b>-</b>	Staff uses and documents a client-centered, strength-based treatment approach
	D. What percentage of your population has both MH and CD Axis diagnosis?
	E. What percentage of your population is maintained on psychotropic medications? 38%

### F. For DD Programs: N/A

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

### 3. SERVICE UTILIZATION

		Jan-Dec	Jan-Dec	Jan-Dec
	•	2016	2017	2018
A.	Program Services	<u>Actual</u>	Projected	Proposed
	Average Daily Census	170	<u>170</u>	<u> 170</u>
	Average # of Clients Served per Month	170	170	170
	Annualized Unduplicated # of Clients	165	170	<u> 190</u>
	Served	_		
	Units of Service	7,831	8,000_	<u>8,100</u>
	Units of Service (CFR)	7,831		
	Total Direct Care Service Hours	8,262	<u>8,262</u>	9,443_
В.	Specialty Count (MH Programs)			
	Face-to-Face Contact			
Par-North-International	Phone Contact with Client			

Phone Contact with Client
Number of Trainings/Forums
Average # of Attendees Training/Forum

### 4. CLIENT/CONSUMER OUTCOMES

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

A. Outcome 1 (all programs) – Identify an outcome from the results of the agency's Client Satisfaction Survey:

63% of clients will satisfactorily complete the treatment program as evidenced by abstinence, improved social and emotional functioning, healthier family situations, and/or improved vocational functioning

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:

N/A

Describe the methods and instruments used to measure individual and aggregated consumer outcomes:
C. Outcome 3 (CD & DD Programs) – Identify an outcome specific to your program.
60-65% of all clients will attend intake appointments as scheduled.
Describe the methods and instruments used to measure individual and aggregated consumer outcomes:

## 5. STAFFING

POSITION TYPE	FTE 2017 YTD	FTE 2018 BUDGETED
Social Worker	2.72	2.25
CASAC	1.6	2.0
Nurse Practitioner		.13
Psychiatrist	.25	.25
Director	.43	.25
Assistant Director	1.0	1.0
Billing	.63	1.1
Receptionist	2.64	2.5
Clerical		
Contract Specialist	.25	.25
Other (specify)		

## 6. FISCAL SUMMARY 2017

	2017	2018
	Actual/Annualized	Proposed Budget
Gross Cost	980,000	982,942
Medicaid Revenue	63,656	61,000
Medicare Revenue	10,988	10,990
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue	411,585	417,181
Total Revenue	486,229	489,171
Net Cost	493,771	493,771
State Funding	493,771	493,771
County Funding*		
Agency Contribution (LA only)		
Total Deficit Funding	493,771	493,771
Surplus (or Deficit)		

# 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 womenowned 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.
- (1) 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.
  - 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 teal 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, licenser, 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 intergovernmental 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:	
	Herrick Lipton	(Name)
	Herrick Lipton 108-19 Rockaway Blud., Ozone Park "	(Address)
	718-845-2620	(Telephone Number)
2.	The Contractor agrees to either (1) comply with the requirements of the Nat (2) as applicable, obtain a waiver of the requirements of the Law pursual event that the contractor does not comply with the requirements of the requirements of the Law, and such contractor establishes to the satisfaction of execution of this agreement, it had a reasonable certainty that it would Law and Rules pertaining to waivers, the County will agree to terminate the or seeking damages against the Contractor	nt to section 9 of the Law. In the Law or obtain a waiver of the of the Department that at the time receive such waiver based on the
3.	In the past five years, Contractor has has not been found by a have violated federal, state, or local laws regulating payment of wage occupational safety and health. If a violation has been assessed against the	s or benefits, labor relations, or

such a	proceeding, action, or investi	igation has been commenced, describe below:	
<u> </u>	-		
Accessed of			
re en I hereby c	presentatives for the purpose inployee complaints of noncorrectify that I have read the fore	signature of Chief Executive Officer  Herrick Liptor  Name of Chief Executive Officer	age Law and investigating e and belief, it is true,
Sworn to l	before me this	and the second s	
_ <b>10</b> _da	ey of November, 2013	h DONNA DePIOLA Notary Public, State Of No No. 01DE6092690 Qualified In Nassau Co Commission Expires May 2	

- 35 -

Notary Public



## Nassau County Human Services Universal Budget Form

## Return to Face Sheet

Contract #		0
Contract Name:	New Horizon Counseling Center	
Program Name:	Chemical Dependence Treatment Service	_

Select Line To		Budget Summary	
Work On Here	Line#	Expense type	Total \$
<del>-</del>	1a	Salary	\$616,068
Work on Salary and Fringe	1b	Fringe	\$83,162
	1 Total	Personnel (Salary plus Fringe)	\$699,230
Work on Line 2	2	Consultant(s)	\$25,000
Work on Line 3	3	Travel / Per Diem / Transportation	\$100
Work on Line 4	4	Equipment	\$4,900
Work on Line 5	5	Supplies	\$7,500
Work on Line 6	6	Contractual Services	\$72,500
Work on Line 7	7	Rent/Utilitles	\$104,800
Work on Line 8	8	Department Specific Costs	\$0
Work on Line 9	9	Other Costs	\$15,741
Work on Line 10	10	Administrative Overhead	\$133,716
		Gross Expenditures (Lines 1 – 10)	\$1,063,487
Work on Line 11	11	Revenue, Income, Agency Contribution, Matches	\$569,716
		Net Budget Total (Lines 1 – 10 minus line 11)	\$493,771
<u>Agency</u> Contribution		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$493,771

Return to Face Sheet

Administrative Approval of Universal Budget Form:	
Department Head Approvations Julian	
Fiscal Approval	
Program Head Approval Section Fisher	



## 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

						Offin
Staff Title/Name	# of	Explanation/Description of	FTE	Salary \$	Fringe	Total \$
	Staff	Function/Expense			\$	
267-CASAC	1	Salary,Fringe:FICA, Workers Comp,	1.00	\$45,890	\$6,195	\$52,085
Fermin, Rosa		Short Term, NYSUI, 401K, Health, Life				······································
267-CASAC	1	Salary, Fringe: FICA, Workers Comp,	1.00	\$68,612	\$9,262	\$77,874
Torre, Roberto		Short Term, NYSUI, 401K, Health, Life				
318-Psychiatrist	1	Salary, Fringe: FICA, Workers Comp,	0.25	\$50,997	\$6,885	\$57,882
Feldman, Roger		Short Term, NYSUI, 401K. Health, Life				
324-Social Wrkr	1	Salary, Fringe: FICA, Workers Comp,	1.00	\$58,131	\$7,847	\$65,978
Akile, Fran		Short Term,NYSUI, 401K,Health,Life	4 11 4			
324-Social Wrkr	1	Salary, Fringe: FICA, Workers Comp,	1.00	\$66,300	\$8,950	\$75,250
Cerimi, Lirje		Short Term, NYSUI, 401K, Health, Life				
324-Social Wrkr	[ '	Salary,Fringe:FICA, Workers Comp,	1.00	\$42,835	\$5,782	\$48,617
Parodneck, R	ļ <u>.</u>	Short Term, NYSUI, 401K, Health, Life				
324-Social Wrkr	'	Salary,Fringe:FICA, Workers Comp,	0,13	\$6,630	\$895	\$7,525
Thomas, Daniel	<u> </u>	Short Term, NYSUI				
501-Prg. Drctr	1	Salary,Fringe:FICA, Workers Comp,	0.10	\$11,730	\$1,584	\$13,314
Appleman, S.		Short Term, NYSUI, 401K, Health, Life				
502-Asst. Drctr	1 '	1 Salary,Fringe:FICA, Workers Comp.	1.00	\$92,310	\$12,461	\$104,771
Doran-Haramis C	· · · · · ·	Short Term, NYSUL, 401K, Health, Life				
505-Office Wrkr		1 Salary,Fringe:FICA, Workers Comp,	0,38	\$12,785	\$1,725	\$14,510
Betancurt, Laura		Short Term, NYSUI			07 147	245 551
505- Office Wrkr	'	1 Salary, Fringe: FICA, Workers Comp.	1.00	\$40,310	\$5,441	\$45,751
Cimkowski, Mary	ļ	Short Term, NYSUI, 401K, Health, Life				4.4.4.4
505-Office Wrkr	1	1 Salary, Fringe: FICA, Workers Comp,	0.35	\$11,698	\$1,579	\$13,277
Diaz, John		Short Term				# 10 And
505-Office Wrkr	1 '	Salary, Fringe: FICA, Workers Comp,	1.00	\$41,116	\$5,550	\$46,666
Murray, Sharon		Short Term, NYSUI, 401K, Health, Life				Mo. 256.0
505-Billing Supr.	'	1 Salary,Fringe:FICA, Workers Comp,	0.10	\$8,567	\$1,156	\$9,723
Baraff,Ari	<u> </u>	Short Term, NYSUI, 401K, Health, Life				A 4 5 75 1
505-Biller	'	1 Salary, Fringe: FICA, Workers Comp,	1.00	\$40,310	\$5,441	\$45,751
Schreiner, M	<del>                                     </del>	Short Term.NYSUI, 401K, Health, Life	0.07	0.17.5.17	<b>#0.400</b>	800.050
505-Claims		1 Salary, Fringe: FICA, Workers Comp,	0.25	\$17,847	\$2,409	\$20,256
DePiola,D		Short Term, NYSUI, 401K, Health, Life				<b>CO</b>
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Line 1 Total	<del> </del>	n/a	n/a	\$616,068	\$83,162	\$699,230
TRUE L LOISI			wa	φο τυ,φοφ	φυυμισε	₩000, <b>∠</b> 30

#### Notes:

- 1. Personnel cost is salarles 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).



### Line 2 - Consultants

## Universal Budget Form Returnlesริษาการองเกิดสุดในเพลา Services

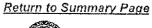
Costs of professional consultant services provided by persons who are members of a particular profession or possess a special skill, and who are not employees of the contractor. Excludes Line 2 Personnel Costs and Line 9 Other Costs

Expense type; Consultant(s)	#	Explanation - Description of Expense	FTE	Total \$
Nurse Practitioner	##	Nurse Practitioner Catherine Gardyn		\$25,000
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Line 2 Total		n/a: Sicherson bland our prints fragelier over		\$25,00

#### Note(s):

#### Return to Summary Page

- 1. For each position, provide the: job title; name, if known; time commitment to the project as a percentage of a full-time equivalent; annual salary; and/or hourly wage rate. For hourly wage rate position provide annual hours to
- 2. Consultants must either provide a direct client service (e.g., case manager) or support a direct client service (e.g., file clerk).
- 3. 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).







## JAYNE GREENE, N.P. ACTING DIRECTOR

# 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) 227-7076
behavioralhealth@hhsnassaucountyny.us

## 2018 Refunding Certification

Annua (Milling day) and an annual annual annual appropriate property of annual		YES	NO
PROVIDER:	New Horizon Counseling Center, Inc.		
ADDRESS:	50 West Hawthorne Avenue, Valley Stream, NY 11580		
PROGRAM TYPE:	Medically-Supervised Outpatient Chemical-Dependency Treatment Program		
PROGRAM LIAISON:	Jean Fisher, M.A.		
OMH/OASAS/OPWDD LICENSED:		Х	
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	October 23, 2017		
PERFORMANCE OUTCOMES REVIEWED:	Service Utilization, 2017 First Half Performance Objectivers, Program Functioning, Clinical Case Review		
OVERALL RATING:	In compliance with the NYS Part 822 Regulations for Outpatient Chemical Dependency Programs		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2018		X	

The contract and performance outcomes for this OASAS or OPWDD and Nassau County funding re	program/agency are in compliance with NYS OMH, equirements.
Signed: Dayne 7. Buene Acting Director	Date: 12/5/17



## CERTIFICATE OF LIABILITY INSURANCE

NEWHO-2

OP ID: KN

DATE (MM/DD/YYYY) 10/11/2017

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

PRODUCER RAL Services, Inc. 240 Plandome Road Manhasset, NY 11030 Steven Tokofsky 516-365-8590		CONTACT Karla Negrete		
		PHONE [A/C, No, Ext): 516-365-8421 [A/C, No.]	No); 516-385-8421	
		E-MAIL ADDRESS: knegrete@ralservices.com		
		Insurer(s) Affording Coverage	NAIC#	
		INSURER A : Philadelphia Indemnity Ins. Co	18058	
INSURED	The New Horlzon Counseling Ctr 108-19 Rockaway Bivd	INSURER B : State Insurance Fund NY	00000	
	Ozone Park, NY 11420	INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F:		
COVEDA	ASS ASSESSMENT OF THE ASSESSME			

COVERAGES

CERTIFICATE 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.

NSR LTR	TYPE OF INSURANCE	ADDL I	OBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	}	
Α	X COMMERCIAL GENERAL LIABILITY		**************************************			17000000	EACH OCCURRENCE	\$	1,000,000
	GLAIMS-MADE X OEGUR	-X-	III. (**********************************	PHPK1579790		-11/18/2018-	DAMAGE TO RENTED PREMISES (Es occurrence)	\$	100,000
	THE STREET AND A TILE SHIP IN THE SHIP IN						MED EXP (Any one person)	\$	5,000
							PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				ļ		GENERAL AGGREGATE	\$	3,000,000
[	X Poucy JECT Lac				44		PRODUCTS - COMP/OP AGG	\$	3,000,000
	OTHER:						EBL	\$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
Α	X ANY AUTO			PHPK1579790	11/18/2017	11/18/2018	BODILY INJURY (Per person)	\$	
1	ALL OWNED SCHEDULED AUTOS						BOO(LY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	The Control of the Co
	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	6,000,000
Α	EXCESS LIAB CLAIMS-MADE			PHUB564233	11/18/2017	11/18/2018	AGGREGATE	S	6,000,000
	DED X RETENTIONS 10000				1			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  Y/N						X PER OTH-		
В	ANY PROPRIETOR/PARTMER/EXECUTIVE	NIA		Q10856334	07/08/2017	07/08/2018	E.L. EACH ACCIDENT	\$	100,000
1 1	(Mandatory In NH) If yes, describe under						E.L. DISEASE - EA ÉMPLOYEE	\$	100,000
DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s	500,000	
A	E&O			PHPK1579790	11/18/2017	11/18/2018	E&O		1mlll/3mill
A	D&O/EPLI			PHSD1170281	08/11/2017	08/11/2018	D&O/EPLI		1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as Additional Insured under the General
Liability as per signed written contract or agreement.

CERTIFICATE HOLDER	CANCELLATION		
NASSDS  Nassau County Dept of  Human Services  60 Charles Lindbergh Blyd.	S SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
Uniondale, NY 11553	AUTHORIZED REPRESENTATIVE		
i	Rule G. Fr		

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