



E-117-19

**NIFS ID:CQHS19000063 Department: Human Services**

**Capital:**

SERVICE: OMH CSS/REINV

Contract ID #:CQHS19000063

NIFS Entry Date: 01-APR-19

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

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

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

<b>Vendor Info:</b>	
Name: <b>New Horizon Counseling Center</b>	Vendor ID#: <b>11-2593090</b>
Address: 108-19 Rockaway Blvd,  Ozone Park, NY 11420	Contact Person: Mr. Herrick  Lipton
	Phone: : 718-845-2620

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

RECEIVED  
NASSAU COUNTY  
CLERK OF THE JUDICATURE  
2019 MAY 23 P 12:48

## Routing Slip

Department	NIFS Entry: X	01-APR-19 -- GAPPEL
Department	NIFS Approval: X	01-APR-19 -- RANDERSON
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	04-APR-19 -- CNOLAN
OMB	NIFS Approval: X	01-APR-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	01-APR-19 -- AAMATO
County Atty.	Approval to Form: X	01-APR-19 -- MMISRA

<b>CPO</b>	<b>Approval: X</b>	<b>08-APR-19 -- KOHAGENCE</b>
<b>DCEC</b>	<b>Approval: X</b>	<b>08-APR-19 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>10-APR-19 -- KROSE-LOUDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>16-APR-19 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> To provide comprehensive Mental Health services to mentally disabled adults, children, and their families residing in the County.
<b>Method of Procurement:</b> Service delivery is awarded in accordance with the Department's state aid authorization and County Plan which is developed by the Department in conjunction with our network of community based providers, local hospitals, consumers of mental health services and their families as required under NYS Mental Hygiene Law.
<b>Procurement History:</b> Provider is part of a County-wide network of not for profit mental health providers authorized/licensed to deliver services by the New York State Office of Mental Health (OMH) and, where applicable, in accordance with the Mental Hygiene Law and the Community Reinvestment Act. The Department is required to adhere to the State aid authorization provided by OMH.
<b>Description of General Provisions:</b> This contract provides for specific funding levels as directed by the New York State Office of Mental Health, for community based mental health, mental retardation, and program services to the developmentally disabled.
<b>Impact on Funding / Price Analysis:</b> This is a New York State and Federally funded program.
<b>Change in Contract from Prior Procurement:</b> NONE
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GRT					
Control:	9A	Revenue		1	BHGRT9AX2FED/X	\$ 575,165.00
Resp:	9AX2	Contract:			9/DE511	\$ 0.00
Object:	DE511	County	\$ 0.00			\$ 0.00
Transaction:	103	Federal	\$ 26,327.00			\$ 0.00
Project #:		State	\$ 548,838.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 575,165.00</b>		<b>TOTAL</b>	<b>\$ 575,165.00</b>

RENEWAL	
% Increase	
% Decrease	

## **AUTHORIZATION**

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

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 A PERSONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF  
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 a personal services agreement with  
the New Horizon to provide comprehensive mental health services to  
mentally disabled adults, children, and their families, a copy of which is on  
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with 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 #:** 11-2593090

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in \_\_\_\_\_ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on \_\_\_\_\_ [date]. \_\_\_\_\_ [state #] proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_

\_\_\_\_\_ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on \_\_\_\_\_ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after \_\_\_\_\_

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. \_\_\_\_\_, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

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

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

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


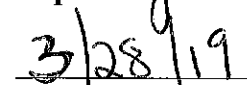
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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

  
Department Head Signature  
  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 01/18

LAURA CURRAN  
COUNTY EXECUTIVE



CAROLYN MCCUMMINGS, MPH, PhD  
COMMISSIONER

OMAYRA PÉREZ, LCSW-R  
DIRECTOR OF COMMUNITY SERVICES

**COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES**

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services  
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687  
Phone: (516) 227-7057 Fax: (516) 227-7079  
[behavioralhealth@hhsnassaucountyny.us](mailto:behavioralhealth@hhsnassaucountyny.us)

**TO:** Robert Cleary  
**FROM:** Brian Hall  
**SUBJECT:** Delay Memo for Nassau County Department of Human Services Contracts  
**DATE:** 1/9/19

DHS client services contracts starting on January 1, 2019, have been delayed due to the following reasons. First, the Nassau County 2019 Budget was loaded into the financial system in mid-December. Due to this delay the Department was unable to verify the availability of funds, which is required prior to processing the contracts. Contracts then were initiated in NIFS (the accounting system), and they were sent to the vendors. Some vendors have been slow to return the signed contracts, causing further delays. In addition, the implementation of the new Vendor Portal for electronic submission of disclosure documents and other vendor information has caused some difficulty and delay for vendors, which were required to establish vendor and principal accounts in the systems and upload all required documents prior to the County processing the contract. Each contract may be entered into the ECRS only when the package is complete and ready for oversight review, so the delayed submission of each contract reflects the cumulative effect of all of the various delays listed above.





Office of  
Mental Health

ANDREW M. CUOMO  
Governor

ANN MARIE T. SULLIVAN, M.D.  
Commissioner

CHRISTOPHER TAVELLA, Ph.D.  
Executive Deputy Commissioner

December 13, 2018

Omayra Pérez, MSW, R-LCSW  
Director of Community Services  
Nassau County Department of Human Services  
Office of Mental Health, Chemical Dependency & Developmental Disabilities  
60 Charles Lindbergh Blvd., Suite 200  
Uniondale, NY 11553

Dear Ms. Perez,

The Office of Mental Health (OMH) is providing guidance regarding the proposed reprocurement of mental health services programs funded with State Aid in Nassau County.

The OMH Enacted Aid-to-Localities Appropriation Bill contains statutory language that applies to all OMH State Aid funding and governs the renewal of ongoing services contracts to protect continuity of care and avoid significant disruption of services and additional costs, which would occur in a regular rebidding of contracts. The language allows for existing contracts to be exempt from competitive bidding or request for proposal requirements. It is important to note that this language authorizes Nassau County to forgo a competitive re-bidding process for ongoing direct care services funded with State Aid. For your reference, a copy of the statutory language is enclosed and the link to OMH spending plan guidelines is <https://apps.omh.ny.gov/omhweb/spguidelines>.

OMH does not encourage the disruption of ongoing direct care services for programs which are in compliance with quality standards and State and county program, and fiscal guidelines. Such efforts can destabilize the community mental health system, adversely impact patient care and drive additional costs. In accordance with OMH Spending Plan Guidelines, any consideration of reprocurement must be submitted to OMH for review and approval at least a year in advance of the contract end date for the services to be re-procured. The focus of any re-procurement plan must be designed to enhance service delivery and prevent the disruption of ongoing direct care services, including site relocations and staff turnover that would damage patient care relationships and network access. In addition, the State is concerned about a temporary loss of capacity and additional costs associated with staff layoffs, new hiring and training, canceling of leases, relocating programs, and other costs associated with such

transition. Furthermore, with such a transition, the State must have further assurance that the county will bear the cost of any transition.

If Nassau County determines that they desire to rebid county contracts funded with State Aid, a written plan must be submitted to the Long Island Field Office for approval at least one year prior to the expiration of the contracts to ensure that any transition does not result in a disruption of services. Any portions of the plan to re-bid OMH licensed programs or programs that have bond debt will not be approved. Licensed programs and their associated State Aid cannot be re-bid by the county. Neither OMH, nor the State will consider or approve the rebidding of contracts with State licenses or bonds absent the appropriate legal processes being followed and criteria satisfied. This is critical to avoid substantial costs to the State or county.

OMH looks forward to a continued partnership with Nassau County to explore more targeted efforts to use procurement to promote high quality, economically efficient community mental-health delivery system.

Sincerely,

A handwritten signature in black ink, appearing to read 'April A. Wojtkiewicz', is positioned above the printed name.

April A. Wojtkiewicz

Director, Community Budget & Financial Management

Enclosure

CC: Martha Carlin, NYS Office of Mental Health  
David Close, NYS Office of Mental Health  
Emil Slane, NYS Office of Mental Health  
Carolyn McCummings, Nassau County Dept. of Human Services  
Brian Hall, Nassau County

# APPLICABLE CONTRACTS

AGENCY 2019 Mental Health	Contract #	Contract \$
Abilities	CQHS19-038	\$26,715
Angelo J. Melillo ACT	CQHS19-039	\$620,516
Angelo J. Melillo LA	CQHS19-040	\$50,100
Central Nassau Guidance Art.28/31	CQHS19-041	\$452,801
Central Nassau Guidance LA	CQHS19-042	\$50,100
Central Nassau Guidance PROS/ACT/MHCort	CQHS19-043	\$658,582
Central Nassau Guidance Comm. Reinv	CQHS19-044	\$261,565
Central Nassau Guidance Health Home	CQHS19-045	\$974,094
Family & Children Assn.	CQHS19-046	\$1,090,295
Family Residence & Essential Enterprises	CQHS19-047	\$768,099
Federation of Organization	CQHS19-048	\$226,190
Hispanic Counseling Center	CQHS19-049	\$50,100
Hispanic Counseling Center	CQHS19-050	\$278,878
Long Island Advocacy Center	CQHS19-051	\$106,418
Long Beach Reach	CQHS19-052	\$200,400
Long Island Crisis Center	CQHS19-053	\$279,131
Long Island Families Together	CQHS19-054	\$37,483
Long Island Jewish	CQHS19-055	\$514,878
Maryhaven	CQHS19-056	\$728,178
Mental Health Assoc. PATH, PROS, AFS, ART28	CQHS19-057	\$344,944
Mental Health Assoc. Com Reinv	CQHS19-058	\$852,352
Mental Health Assoc. Health Home	CQHS19-059	\$592,147
Mental Health Assoc. LA	CQHS19-060	\$235,852
NAMI	CQHS19-061	\$45,621
Nassau County Medical Center	CQHS19-081	\$1,173,539
Nassau Suffolk Law Services	CQHS19-062	\$212,624
New Horizons	CQHS19-063	\$575,165
North Shore C & F Guid LA Clinic	CQHS19-064	\$50,100
North Shore C & F Guid ART 28 §31	CQHS19-065	\$125,250
North Shore C&F Guid Comm Supp	CQHS19-066	\$1,035,346
North Shore C & F Guid LA	CQHS19-067	\$830,177
Welllife Network Inc-(PSCH) PROS	CQHS19-068	\$160,376
South Nassau Community Hospital LA	CQHS19-069	\$100,200
SAIL ART. 28&31	CQHS19-070	\$452,271
SAIL ACT	CQHS19-071	\$420,821
South Shore Child Guidance LA	CQHS19-072	\$50,100
South Shore Child Guid COM SUP, ART 28	CQHS19-073	\$1,746,982
The Rehabilitation Institute LA	CQHS19-074	\$50,100
The Rehabilitation Institute COMM REV	CQHS19-075	\$189,185



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 ☒ 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



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. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

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?

YES ☐ NO ☒ If yes, to what campaign committee? If none, you must so state:

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.

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

---

Dated: 01/08/2019 06:21:52 PM

Vendor: New Horizon Counseling Center, Inc.

Title: Chief Executive Officer

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

**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 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: Herrick Lipton  
Date of birth: 05/25/1974  
Home address: 185 Causeway Road  
City: Lawrence State: NY Zip Code: 11559  
Business Address: 108-19 Rockaway Blvd.  
City: Ozone Park State: NY Zip Code: 11420  
Telephone: (718) 845-2620  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>07/01/2015</u>	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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



7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?  
YES ☐ NO ☒ 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.
- a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.
- c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Herrick Lipton , 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, Herrick Lipton , 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.

New Horizon Counseling Center. Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Herrick Lipton [DDEPIOLA@NHCC.US]

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**

1. Principal Name: Sigal Mashall  
Date of birth: 04/04/1966  
Home address: 65 Cedar 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: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type	Description	Start Date
Other	Chief Administrative Officer	07/01/0015

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ 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.

a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 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, Sigal Mashall , 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.

New Horizon Counseling Center, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Sigal Mashall [DDEPIOLA@NHCC.US]

Chief Administrative Officer

Title

02/13/2019 05:27:50 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**

1. Principal Name: Geri DiDomenico  
Date of birth: 12/09/1942  
Home address: 570 Broadway, Apt. 32B  
City: Lynbrook State: NY Zip Code: 11563  
Business Address: NA  
City: NA State: NY Zip Code: 11420  
Telephone: (516) 561-4963  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>07/01/2013</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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



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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ 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.

a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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.

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

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

1. Principal Name: Gary Goldstein  
Date of birth: 12/01/1940  
Home address: 7 Arbor Street  
City: Great Neck State: NY Zip Code: 11021  
Business Address: Retired  
City: NA State: NY Zip Code: 11420  
Telephone: (718) 845-2620  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President	<u>01/01/1981</u>	Treasurer	_____
Chairman 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 ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☒ If Yes, provide details.

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

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

a. Been debarred by any government agency from entering into contracts with that agency?  
YES ☐ NO ☒ If yes, provide 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☒ 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.

a. Is there any felony charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?  
YES ☐ NO ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ 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 ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Gary Goldstein , 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, Gary Goldstein , 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.

New Horizon Counseling Center, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Gary Goldstein [DDEPIOLA@NHCC.US]

Board President of NHCC

Title

02/15/2019 11:16:28 AM

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: 02/15/2019

1) Proposer's Legal Name: New Horizon Counseling Center, Inc.

2) Address of Place of Business: 108-19 Rockaway Blvd.

City: Ozone Park

State: 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			
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 different): 108-19 Rockaway Blvd.

City: Ozone Park

State: NY

Zip Code: \_\_\_\_\_

Phone: (718) 845-2620

Does the business own or rent its facilities? Both

If other, please provide details:

4) Dun and Bradstreet number: 162454466

5) Federal I.D. Number: 112593090

6) The proposer is a: Corporation (Describe) \_\_\_\_\_

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



YES ☐ NO ☒ If yes, please provide details:

- 8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, 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 ☒ 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, 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the

circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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 investigation, an explanation of the circumstances and corrective action taken.

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

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

No conflict exists

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

No conflict exists

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

No conflict exists

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

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.

- 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.

Have you previously uploaded the below information under in the Document Vault?

YES ☐ NO ☒

Is the proposer an individual?

YES ☐ NO ☒ Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1981

- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

- iii) Name, address and position of all officers and directors of the company. If none, explain.

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

600

- vi) Annual revenue of firm;

26000000

- vii) Summary of relevant accomplishments

Please see attached

- B. Indicate number of years in business.

37

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

see attached program descriptions

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	Elm New York Assisted Living		
Contact Person	Robert Amsel		
Address	1300-30 Ditmars Blvd.		
City	East Elmhurst	State	NY
Telephone	(718) 446-7900		
Fax #	(718) 446-7938		
E-Mail Address	info@elmyork.com		

Company	Central Assisted LivingProgram		
Contact Person	Eric Mendel		
Address	1509 Central Ave.		
City	Far Rockaway	State	NY
Telephone	(718) 471-7700		
Fax #	(718) 471-7732		
E-Mail Address	emendel@centralp.com		

Company	Wavecrest Home for Adults		
Contact Person	Jeffrey Edelman		
Address	242 Beach 20th Street		
City	Far Rockaway	State	NY
Telephone	(718) 471-5500		
Fax #	(718) 471-0734		
E-Mail Address	jjedelman18@gmail.com		

I, Donna DePiola , 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, Donna DePiola , 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.

Name of submitting business: New Horizon Counseling Center, Inc.

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

Governmental Liaison  
Title

04/08/2019 11:38:16 AM  
Date

## 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.

#### **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.

## **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>st</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> licensed 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 mission of the proposed SADS program will be met.

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 and ability to provide a diverse range of services outside of four walls, a paradigm change to treatment and wellness.

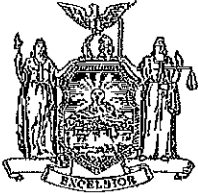
NHCC's service linkages for continuity and integration of care includes emergency medical services, emergency psychiatric services, inpatient mental health and substance abuse programs, alcohol and substance abuse outpatient treatment programs, senior care, medical clinics, dental clinics, laboratories, 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 its 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 kiosks 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 mails 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 in Queens and as a result, the census at the Day Program has increased. Case Management services which were originally site based and to a 180 bed residential facility has evolved into a Care Coordination program that serves over 2000 adults throughout New York City, Nassau and 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 Counseling Center demonstrates a steady increase in the number of caregivers and care-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 effectively assist family members who have taken on the role of caregiver, it is vital that the SADS program works directly with the care-receivers themselves to promote wellbeing, autonomy, safety and socialization.



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.**

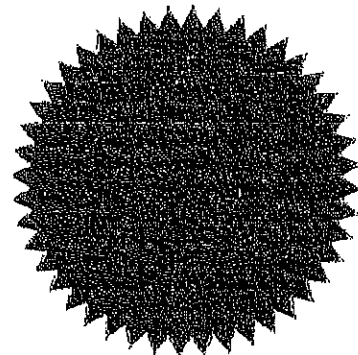
Population Served: **Children, Adolescents, and Adults**

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**



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



## Empowering Individuals & Strengthening Communities

Referral & Information: 718-845-2620

### BOARD OF DIRECTORS

January 02, 2019

NAME	OFFICE	E-MAIL ADDRESS
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Gary Goldstein.....	President	
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7 Arbor Street  
Great Neck, N.Y. 11021  
Home# (516)487-4979  
Cell# (516) 551-8604

Geri DiDomenico.....	Secretary	
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570 Broadway – Apt. 32B  
Greentree at Lynbrook  
Lynbrook, N.Y. 11563  
Home # (516)561-9630  
Cell # (917)825-7669

Carol Kravitz.....	Director	
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15 Taddington Street  
Great Neck, N.Y. 11023  
Home # (516) 487-4509

Thomas Mattioli.....	Vice President	
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276 Kilburn Road, South  
Garden City, N.Y. 11530-5325  
Home # (516)489-5608  
Cell# (516)639-5856

Robert Cucco, M.D. ....	Director	
-------------------------	----------	--

5 Arbor Street  
Great Neck, N.Y. 11021  
Home # (516)487-3465  
Cell # (347) 461-3523

Martin Liebman.....	Treasurer	
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1381 Sally Court  
East Meadow, NY 11554  
(W) 718-518-8892, ext 827  
(H) 516-483-3856  
(C) 516-659-6725

Stephen Wexler.....	Director	
---------------------	----------	--


23 Mohring Bay Court  
Bayville, NY 11709  
(H) 516 628-1109  
(C) 516 319-7964

Lowell Feldman.....	Director	
---------------------	----------	--

93 East Artisan Avenue  
West Hills, NY 11743

Alan Gershon.....	Director	
-------------------	----------	--

674 Balfour Place  
Melville, NY 11747  
(H) 631-367-7477

  
Herrick Lipton, CEO

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 ☒ 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

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

(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]

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

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



NEW HORIZON COUNSELING CENTER

Empowering Individuals  
& Strengthening Communities

Referral & Information: 718-845-2620

BOARD OF DIRECTORS

June 04, 2018

NAME	OFFICE	E-MAIL ADDRESS
------	--------	----------------

Gary Goldstein.....	President	
7 Arbor Street		
Great Neck, N.Y. 11021		
Home# (516)487-4979		
Cell# (516) 551-8604		

Geri DiDomenico.....	Secretary	
570 Broadway – Apt. 32B		
Greentree at Lynbrook		
Lynbrook, N.Y. 11563		
Home # (516)561-9630		
Cell # (917)825-7669		

Carol Kravitz.....	Director	
15 Taddington Street		
Great Neck, N.Y. 11023		
Home # (516) 487-4509		

Thomas Mattioli.....	Vice President	
276 Kilburn Road, South		
Garden City, N.Y. 11530-5325		
Home # (516)489-5608		
Cell# (516)639-5856		

Robert Cucco, M.D. ....	Director	
5 Arbor Street		
Great Neck, N.Y. 11021		
Home # (516)487-3465		
Cell # (347) 461-3523		

Martin Liebman.....	Treasurer	
1381 Sally Court		
East Meadow, NY 11554		
(W) 718-518-8892, ext 827		
(H) 516-483-3856		
(C) 516-659-6725		

Stephen Wexler.....	Director	
23 Mohring Bay Court		
Bayville, NY 11709		
(H) 516 628-1109		
(C) 516 319-7964		

Lowell Feldman.....	Director	
93 East Artisan Avenue		
West Hills, NY 11743		

Alan Gershon.....	Director	
674 Balfour Place		
Melville, NY 11747		
(H) 631-367-7477		

  
Herrick Lipton, CEO

## CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement", between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for an on behalf of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities Services, having its principal office at 60 Charles Lindbergh Boulevard, Suite 200, Uniondale, NY 11553-3687 (the "Office"), and (ii) **New Horizon Counseling Center** [New York State not-for-profit corporation], having it principal office at 108-19 Rockaway Blvd. Ozone Park, NY 11420 (the "Contractor").

### 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;

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

- 1) Term. The term of this Agreement shall commence on January 1, 2019 and terminate on December 31, 2019 (the calendar year included in the term of this Agreement, an "Agreement Year"), is subject all the terms and conditions of this Agreement including that the County may terminate this Agreement.
- 2) Definitions.
  - a. "DMH" refers to the New York State Department of Mental Hygiene.
  - b. "OMH" refers to the New York State Office of Mental Health.
  - c. "OPWDD" refers to the New York State Office of People with Developmental Disabilities.
  - d. "Income" shall mean those funds available to the Contractor from any source, as payment for or reimbursement of costs associated with the provision of Services; but shall not include: funds paid by the County to the Contractor pursuant to this Agreement or for purposes other than the provision of Services, or, contributions or endowments from nongovernmental sources, intended to further the general work and purposes of the Contractor and not for specific payment of expenditures made in accordance with the Budget (as defined below) in the course of providing services.
  - e. "Consolidated Fiscal Report ('CFR')" shall mean the New York State Department of Mental Hygiene Consolidated Fiscal Report, as described in OMH CFR Manual, including all definitions, schedules and certification statements required by New York State for agencies providing services under contracts with the County.
  - f. "Mental Hygiene Law" shall mean the New York State Mental Hygiene Law rules and regulations promulgated thereunder, as amended.
  - g. "High-need Individuals" shall mean an adult who, as a result of a psychiatric disability, presents some degree of enduring danger to self or others, or who has historically used a disproportionate amount of the most intensive level of services (i.e. services from inpatient or emergency departments). A subset of this population includes individuals enrolled in an assisted outpatient program established pursuant to Section 9.60 of the Mental Hygiene Law. "High need children", as a subset of "high-need individuals", are those seriously, emotionally, disturbed children at risk of out-of-home placement.

- 3) Services. The services to be provided by the Contractor under this Agreement (the “Services”) shall be as defined in the OMH CFR Manual and as detailed in the Program Narrative(s) attached hereto as Appendix A (the “Program Narrative(s)”) and the other appendices and attachments to this Agreement relating to the services being provided. Services shall be rendered in accordance with the terms of this Agreement including the following:
- a. Operation.
    - i. In addition to any other provisions of this Agreement, the Contractor shall deliver the Services, including the employment of personnel, in accordance with (A) the Mental Hygiene Law, (B) the Contractor’s OMH/OPWDD Operating Certificate, and (C) federal, state and local guidelines.
    - ii. The Contractor shall comply and produce and provide documents in connection with all reporting systems and requirements of governmental authorities relating to the Services provided hereunder and/or the receipt and/or disposition of funds in connection with such Services of this Agreement.
  - b. Additional Terms for the Recipients of Particular Funds. In addition to the terms and conditions set forth in the body of this Agreement before the signature page, the Contractor shall be bound by the additional terms contained in Appendices B and C:
- 4) Payment.
- a. Consideration.
    - i. Agreement Year. The maximum amount that the County shall pay under this Agreement during the Agreement Year (the “Agreement Year Maximum Amount”) shall not exceed **Five Hundred Seventy Five Thousand One Hundred Sixty Five dollars (\$575,165.00)** to be paid as follows:
      - 1. One third (1/3) if the Agreement Year Maximum Amount shall be paid in advance upon execution of this Agreement (the “Advance”).
      - 2. Thereafter, amounts shall be payable by the County on a reimbursement basis for actual expenses incurred solely in accordance with the Budget, provided, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
      - 3. Generally, on each of the last 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 Office’s discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor’s CFR as provided below.
  - b. Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears, on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the “Voucher”) in a form satisfactory to the County, that (A) states with reasonable specificity the services provided and the payment requested as consideration for

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

- c. Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the Services that are the subject of the claim, and no more frequently than once a month by the tenth (10<sup>th</sup>) of the month.
- d. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Maximum Amount shall be reduced by the amount equal to the sum of lost funding and the County may withhold from any payment due the Contractor under any agreement, or recover from the Contractor on demand, an amount equal to the sum of lost funding.
- e. No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County. The Contractor agrees to pursue all possible sources of revenue for the Services to be provided by this Agreement.

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

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

<u>Funding Source</u>	<u>CODE</u>	<u>2019 CONTRACT</u>
CMHS Block Grant Adult	041	\$26,327
Community Reinvestment	200	\$473,152
Psychiatric Rehabilitation	039L	\$70,616
CMHS Block Grant Adult COLA	039P	\$53
COLA	014	\$1,623
COLA	965	\$3,394
<i>Total</i>		<i>\$575,165</i>

- g. Budget. The amount to be paid to the Contractor for Services shall be in accordance with the Budget Summary attached to this Agreement (the "Budget"). Amounts may be reallocated among line items in the Budget with the written approval of the Office.
- h. Proration. If the Contractor uses any services, materials or building space acquired or let pursuant to this Agreement for purposes other than providing Services under this Agreement, the costs of such services, material or space shall be prorated and only that part which is attributable to the performance of Services under this Agreement shall be claimed of, and payable by, the County.
- i. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Office a CFR certifying all expenditures and income for the previous Agreement Year. Any and all unexpended funds remaining on December 31<sup>st</sup> of an Agreement Year shall be repaid to the County simultaneously with the filing of the CFR for that Agreement Year. In the event that this Agreement is terminated prior to December 31<sup>st</sup> of the Agreement Year, the Contractor shall provide the Office with a complete accounting up to the date of termination of all monies received under this Agreement, which accounting shall be in accordance with the schedule and documentary requirements specified by the Office, and the Contractor shall refund to the County, on the date final accounting papers are submitted, any unexpended balance remaining as of the time of termination. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.
- j. Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Office, induplicate, certified reconciliation reports which shall in each case include a complete accounting of all monies received and expenditures made during the term of this Agreement. Any funds remaining unexpended shall be paid simultaneously with the filing of the reconciliation report. Funds for one Agreement year shall not be applied to or utilized for a different agreement year.
- k. Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for service that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.
- l. Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rate to reflect that portion of a calendar year during which this Agreement is not effective.



- m. Additional Payment Provisions. The following provisions shall also govern payment with respect to the items to which they relate:
- i. The Contractor shall not be paid for any Services provided if a Law requires that an operating certificate or similar authorization from an instrumentality of the State be issued before such Services can legally be provided and the Contractor does not possess such certificate or authorization.
  - ii. The County may delay any payment due under this Agreement until such time as the Contractor has submitted to the County or other applicable government authority, including OMH and/or OPWDD, all fiscal and programmatic reporting deliverables which are then due.
  - iii. The Contractor shall, as is consistent with good and prudent business judgment, pursue and maximize all sources of income available to itself or for and on behalf of its clients, including interest on deposits. The Contractor shall, as necessary and appropriate, seek any possible income on behalf of each client unable to apply on their own behalf. The Contractor shall encourage and assist each client to apply for income to which they are entitled.
  - iv. Funding for this Agreement is contingent in part upon the availability of New York State funds for this purpose. If subsequent to the execution of this Agreement additional New York State funds are made available to the County and the County appropriates funds for this purpose, the County may allocate to the Contractor a portion of these additional funds, subject to the approval of funding by the Office and encumbrance of funds by the Comptroller. Payments to the Contractor of such addition allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.
- 5) Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a “Contract Agent”), be (i) deemed a County employee, (ii) commit the County to any obligation or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word “Person” means any individual person, entity (including partnerships, corporation and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).
- 6) No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.
- 7) Compliance with Law.
- a. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices EE attached hereto and with the County’s vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executive this Agreement, the Contractor certified that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted or adopted.

- b. Nassau County Living Wage Law. Pursuant to LL 1-20006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor Agrees as follows:
- i. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - ii. Failure to comply with the Living Wage Law, as amended, constitutes a material break of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
  - iii. It shall be a continuing obligation of the Contractor to inform the County or any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.
- c. Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
- d. Protection of Client Information. The Contractor shall, and shall cause Contractor Agents to, safeguard the confidentiality of all school age and pre-school student records in accordance with the Family Education Rights and Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (as such is and shall be amended from time to time), and the rules and regulations promulgated thereunder, and the Business Associate Agreement attached hereto as Exhibit A. The Contractor shall comply with Section 33.12 of the Mental Hygiene Law (governing confidentiality). The provisions of this Section shall survive the termination of this Agreement and any break of these provisions shall be cause for immediate termination of this Agreement.
- e. Prohibition of Gifts. 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. Disclosure of Conflicts of Interest. 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.
- 8) Minimum Service Standard. The provisions of this Section shall survive the termination of this Agreement. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement:

- a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- b. The Contractor shall deliver Services under this Agreement, including, without limitation, the provision of mental health/mental health retardation and developmental disabilities services to clients, in accordance with the highest professional standards of quality in the field of mental health, mental retardation and developmental disabilities. The Contractor shall take all action necessary or appropriate to meet the obligation described in the immediately preceding sentence.

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

- c. The Contractor shall establish mechanisms to ensure priority access by individuals referred to the Contractor who are: (i) high-need individuals (as defined below), (ii) enrolled in the Assisted Outpatient Treatment Program established pursuant to Section 9.60 of the Mental Hygiene Law, (iii) referred by the Nassau County Single Point of Entry for Adults and/or the Single Point of Accountability for Children. The Contractor shall cooperate with the Office and its duly designated representatives in ensuring priority access by such individuals, and in the development, review and implementation of recovery oriented treatment/community services plans for such individuals. Any and all related information, reports and data which may be requested by the Office, the OMH or the OPWDD, shall be furnished by the Contractor.
- d. The Services shall also include, but not be limited to, and shall be rendered in accordance with, the following:
  - i. The planning of recovery oriented treatment services according to acceptable medical and professional standards for effective services to the greatest number of citizens without delay;
  - ii. The rendering of services to adults and children under appropriate professional direction;
  - iii. Services of a professional staff which shall be integrated through meetings and conference for the planning of care of all individuals within the area of responsibility of the Contractor;

- iv. Consultant services to other County departments, community agencies, and other appropriate groups to facilitate care of the mentally disabled within the areas of responsibility assigned to the Contractor;
- v. The conduct of outreach efforts for priority groups as established by the OMH, the OPWDD, and the Office;
- vi. Participation in all efforts to coordinate and cooperate with all providers of services to the mentally disabled by the County, OMH and the OPWDD, in accordance with designated regions or countywide responsibilities assigned to the Contractor by the Office, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Office.
- vii. The maintenance of appropriate records of diagnosis, recovery oriented treatment and community support services of all individuals under care, which records shall provide sufficient material to evaluate services in accordance with the OMH, OPWDD and County policies;
- viii. The maintenance and furnishing of statistical data and periodic reports to the Commissioners of the appropriate offices of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Office (the "Commissioner").
- ix. Neither the Contractor nor any of its staff members shall serve private patients utilizing any funding provided to the Contractor under this Agreement. In addition, the Contractor shall not refer applicants for Services under this Agreement to any member of the Contractor staff for private treatment. In addition, no patient applying for or currently receiving Services from the Contractor may be referred to a private practice setting in which a Contractor staff members shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.
- x. All material distributed through print or electronic media by the Contractor shall include a written statement of acknowledgement reciting: "A funded agency of the Nassau County Department of Human Services, Office of Mental Health, Chemical Dependency and Developmental Disabilities and the New York State Department of Mental Hygiene".
- xi. The Contractor shall (i) Staff a sufficient number of multi-lingual direct service workers to provide needed services to non-English speaking populations eligible to attend program or demonstrate regular, on-going recruitment efforts to hire sufficient numbers of multi-lingual direct services workers, and (ii) Provide, at least on an annual basis, relevant cultural diversity training for staff sensitivity to the cultural and ethnic background of the consumer population it serves.
- e. Collect and report data regarding the clients served. Such data shall be in the form and contain client-specific information set forth by the Department and shall include without limitation demographic data, the kind of services provided and the duration and outcome of those services.

9) Indemnification; Defense; Cooperation.

- a. The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all

liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for the portion, if any, of a Loss that is caused by the negligence of the County.

- b. The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.
- c. The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Office in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or Contractor Agent in connection with this Agreement.
- d. The provisions of this Section shall survive termination of this Agreement.

#### 10) Insurance.

- a. Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Worker's Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.
- b. Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles

to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

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

## 12) Termination.

- a. Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

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

- b. By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations, and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the Commissioner or other head of the Office (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days' notice is impossible), a notice

stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Office (the "Applicable DCE") on the same day that notice is given to the Commissioner.

- c. Contractor Assistance Upon Termination. IN connection with the termination or impending termination of this Agreement the Contractor shall, when required by New York State Law, submit a Prior Approval Review application to the OMH indicating the closure of the program and providing all information required by the OMH. Additionally, regardless of the reason for termination, the Contractor shall assist the County in transitioning the Contractor's responsibilities and shall take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement), including ensuring the proper care and referral of individuals to other suitable agencies and programs and the adequate disposition of records.

### 13) Accounting Procedures; Records.

- a. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, including supporting documentation, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement, and the receipt and use of funds in connection herewith. Records shall be maintained separately for each OMH defined Service provided under this Agreement in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular 1-122, "Cost Principles for Non-Profit Organizations." Such records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Office, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives (The "Authorized Persons").
- b. The Contractor shall furnish any and all Records concerning the Services which an Authorized Person may request, in such manner as the Authorized Person may prescribe, including, but not limited to, those relating to individual client specific services, and statistical, administrative and fiscal operations carried out under this Agreement. Any request for clinical records from Persons authorized pursuant to Section 33.13 or 33.16 of the Mental Hygiene Law, regarding individuals who are the subject of, or under consideration for, a petition for an order authorizing Assisted Outpatient Treatment, shall be given priority attention and responded to without delay.
- c. The Contractor shall comply with the requirements for the reporting to the OMG of reportable incidents according to the mandates of Part 524 of the Codes, Rules and Regulations of the State of New York, and shall deliver a copy of each super report to the Office.
- d. Audit Requirement for Recipients of Federal Block Grant Funds.
  - i. An audit shall be conducted, field work shall be documented, and audit report(s) shall be prepared in such a way that all requirement included in federal legislation, regulations and guideless which are applicable to the auditing of Block Grand expenditures on subrecipient

level are followed to the satisfaction of OMH and the federal Department of Health and Human Services (“DHHS”). All applicable current federal requirements, as well as those additional requirements which may be issued and go into effect prior to or during the conduct of the audit, must be followed by the auditors. Applicable requirements include, but are not limited to the following:

1. Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
  2. All material terms and conditions of Block Grant regulations and guidelines.
  3. GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
  4. The provisions of the Office of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
  5. The audit provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended for local governments that receive less than \$300,000 in federal funds and elect not to have a single federal audit pursuant to Circular A-133.
- ii. Issuance of Audit Report(s). A single auditor’s report, or a group of auditors’ reports, accompanied by Block Grant financial statements, shall be issued by the auditors in a format that will meet all applicable federal standards and regulations which apply to audit reports in general and Block Grant audits in particular.
  - iii. Performance of All Necessary Follow-up Work. Upon review of the audit report(s), either the OMH or DHHS may determine that the audit work performed and/or the report(s) issued are deficient in meeting one or more of the federal requirements governing the auditing of the Block Grant. In the event that any such deficiencies exist, they shall be brought to the attention of the Contractor who shall, thereupon, be responsible to correct the deficiencies in such a way as to comply with any or all federal requirements which the original work failed to satisfy. All additional work required shall be undertaken and accomplished by the auditor in such a way that all applicable federal requirements will be followed to the satisfaction of the OMH and DHHS.
  - iv. The compliance and financial audit report shall include a separate financial schedule for Block Grant funds, including budgeted and claimed costs by program as delineated in the Contractor’s budget. The schedule must include budgeted and claimed gross costs, revenues, and net costs, and a statement reciting that the schedule fairly presents the revenues generated and expenses incurred under this Agreement.
  - v. The funding source and actual expense of this compliance and financial audit shall be indicated on the Budget. These costs may be paid out of payments to the Contractor under this Agreement.

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

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

- a. The Contractor shall purchase only the equipment, supplies, and materials (“Equipment”) set forth in the Budget. The Contractor shall comply with the following requirements in its purchases of Equipment:
  - i. If the purchase is for less than \$500, the Contractor will select a reliable vendor at a reasonable price.



- ii. If the purchase is for an amount of \$500 - \$5,000, the Contractor shall obtain at least three quotes. Telephone quotes may be solicited for purchased up to \$1,500 as long as the successful quote is in writing. Additional, if the purchase is over \$1,500, the Contractor shall obtain the written approval of the County prior to purchase.
    - iii. If the purchase is for an amount greater than \$5,000, the Contractor shall make a good faith effort to obtain at least five written bids, and shall enter into a written contract with the successful bidder.
    - iv. The Contractor shall not be required to select in all cases the lowest quote or bid if it determined there is a good commercial reason not to do so. Nothing herein shall grant any party submitting a quote or bid any legal right to remedy if the Contractor does not purchase from such party.
  - b. Title to all Equipment purchased with funds paid under this Agreement shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.
  - c. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Authorized Persons.
  - d. Together with the Contractor's CFR the Contractor shall file a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County.
  - e. The provisions of this Section shall survive the termination of this Agreement.
- 15) Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:
- a. Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Office and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions or inactions preceded the Contractor's action or special proceeding against the County.
  - b. Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.
- 16) Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work and provision of Services in accordance this Agreement irrespective of whether the Contractor is

using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

- 17) Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims and/or actions with respect to this Agreement shall be in the Supreme Court, Nassau County, New York and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with the Laws of New York State, without regard to the conflict of laws provisions thereof.
- 18) Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office, to the attention of the Commissioner at the address specified above for the Office, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Office) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or to such other person or address as shall be designated by written notice.
- 19) All Legal Provisions Deemed Included; Severability; Supremacy.
- a. Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party, this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
  - b. In the event any Agreement provision shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  - c. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement, and the terms contained in any schedule, exhibit, appendix, or attachment to this Agreement, then the terms and conditions set forth above the signature page shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.
  - d. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event construction of this Agreement occurs, it shall not be construed against either party as drafter.
- 20) Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 21) This Agreement represents the full and entire understanding and agreement between the parties regarding the

subject matter hereof and supersedes all prior agreements (written and/or oral) of the parties relating to the subject matter of this Agreement.

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


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

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

[The Remainder of this Page Is 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, Inc.**

By:   
Name: Herick Lipton  
Title: CEO  
Date: 1/28/19

**NASSAU COUNTY**

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

PLEASE EXECUTE IN BLUE INK

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

On the 28<sup>th</sup> day of January in the year 2019 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 Nassau; that he or she is the CEO of New Horizon Counseling, 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.

Donna DiPola

NOTARY PUBLIC

DONNA DePIOLA  
Notary Public, State Of New York  
No. 01DE6092690  
Qualified In Nassau County  
Commission Expires May 27, 2019

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

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

NOTARY PUBLIC

Exhibit A  
BUSINESS ASSOCIATE ADDENDUM

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

WITNESSETH:

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

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

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

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

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

**1. DEFINITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI**

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

#### **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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

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

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

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

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

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

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

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

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

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

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

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

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

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

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

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

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

## **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

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

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

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

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## **7. TERMS AND TERMINATION**

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

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

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

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

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

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

## **8. INDEMNIFICATION**

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

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

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

## **9. CONFIDENTIALITY**

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

## **10. MISCELLANEOUS**

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

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

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

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

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

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

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

## **11. HITECH ACT**

### **11.1**

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

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

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

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

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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

New Horizon Counseling Center, Inc.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: Herick Lipton

Title: CEO

Date: 1/28/19

**APPENDIX A - Program Narrative**  
*(Duplicate as Necessary)*



APPENDIX A – PROGRAM NARRATIVE 2019  
BEHAVIORAL HEALTH SERVICES

Agency Name: **NEW HORIZON COUNSELING CENTER**

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

Agency Contact Person: Helene Goldberg Telephone: 516-569-4524

Program Name: **The Meeting Place Clubhouse-Pre-Vocational**

OASAS/OMH/OPWDD Program Type: **Pre-Vocational Program**

OASAS/OMH/OPWDD Program Code: 0770

Funding Source Code: 200, 014, 965

## **1. PROGRAM DESCRIPTION**

**Member hours: Monday through Friday 9:15am-3:00pm**

**Staff Hours: Monday through Friday 9:00AM to 5PM.**

### **A. Overall Mission:**

The overall mission of the Pre-Vocational program is to assist its clients in developing the skills necessary to prepare them for entry into our Assisted Competitive Employment (ACE) component. These skills include building self-confidence, improving cognition, improving social interaction and additional foundational skills for the ACE program. The goal of this process is to assist clients in focusing on and attaining vocational goals towards becoming active and productive members of their community.

### **B. Program Objectives and Services Provided:**

Each member of The Meeting Place develops a personal plan with an assigned program staff person and implements a unique schedule of daily groups that support their identified goals. The chosen groups may include recovery issues, job readiness, health and nutrition, financial planning and benefits and computer skill groups that range from introduction to advanced applications. Groups are designed to improve basic skills, concentration, social interaction and develop work habits and behavior in a supportive environment.

### **C. Target Population(s) Served:**

The target population is Nassau County resident adults, 18 years and older who are diagnosed with a Serious Mental Illness.

## 2. PROGRAM DEVELOPMENT

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

Self report, past history of treatment, toxicology taken in our Chemical Dependency Unit

- B. Please indicate which program objective(s) will be addressed in 2019.

- \_\_\_\_\_ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
- x   Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
- 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.
- \_\_\_\_\_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
- x   Family support program objective: Family Group available within The Clubhouse

- C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals: **Not Applicable**

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

- D. What percentage of your population has both MH and CD Axis diagnosis?  
  10%

- E. What percentage of your population is maintained on psychotropic medications?   100%

- F. For DD Programs: **Not Applicable**

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

### 3. SERVICE UTILIZATION

	2017 Actual	2018 Projected	2019 Proposed
A. <u>Program Services</u>			
Average Daily Census	11	15	20
Average # of Clients Served per Month	27	20	30
Annualized Unduplicated # of Clients Served	27	20	30
Units of Service	2,489	1,858	2,500
Units of Service (CFR)	2,489	1,858	2,500
Total Direct Care Service Hours	4,306	4,294	4,300
B. <u>Specialty Count (MH Programs)</u>			
Face-to-Face Contact			
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:

. The Meeting Place consistently received very positive responses in the Satisfaction Surveys. Members reported that they felt safe and found the program to be a socially supportive setting in which they made friends and enhanced their interaction skills.. They commented positively on the new and varied trips and activities that we regularly add to our social program.. They continued to express satisfaction with coffee service and the food from our new caterer. The computer groups received a lot of praise and the program will continue to expand these offerings to include other forms of technology groups. We have added a member run tech group on Friday mornings, which is very popular.

Several program members participated in the Bi-County conference in August and the Legislative conference in Albany in February and will be going again this year.

The methods and instruments utilized to measure individual and aggregated consumer outcomes include the use of a Satisfaction Survey which is available at any time that a member wishes to complete one. In addition, at least once a year, the member community is gathered to discuss the importance of the Satisfaction Surveys. Each member is provided with a copy of the Survey at that time and encouraged to complete them. They are aware that this is anonymous and voluntary.

The Meeting Place has a visible Suggestion Box in the reception area which is checked weekly and we hold a weekly Community Meeting in which members

are encouraged to freely express their suggestions, offer programmatic ideas and provide feedback. Staff responds to all suggestions/feedback and reports back to the Community Meeting.

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage:

The Clubhouse overall had 1 psychiatric hospitalizations in 2018, a significant decline from previous years, if it continues in this way it will be one of our lowest years ever.

So far in 2018, there are 5 admissions to the Pre-Vocational component all members who moved from the Drop-In to the Prevocational component.

Several members are on the list for supported housing and waiting for an available opening.

Three members have participated in volunteer activities in the community, including a soup kitchen and an animal shelter.

Methods include direct reporting of the members, collaborating services and agencies and follow up by program staff. The statistics are entered into spreadsheets so that the aggregate data is maintained.

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

**Not Applicable**

## 5. STAFFING

POSITION TYPE	FTE 2017 YTD	FTE 2018 BUDGETED
Social Worker		
Program Coordinator		
Mental Health Worker	.04	
Psychiatrist		
Director	.51	.56
Asst. Director	.64	.70
Vocational Person	.10	.15
Recreation Person	.77	.77
Contract Specialist	.10	.10
Other (specify)		

## 6. FISCAL SUMMARY 2018

	2018 Actual/Annualized	2019 Proposed Budget
<b>Gross Cost</b>	<b>285,115</b>	<b>285,230</b>
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
<b>Total Revenue</b>		
<b>Net Cost</b>	<b>285,115</b>	<b>285,230</b>
<b>State Funding</b>	<b>285,115</b>	<b>285,230</b>
<b>County Funding*</b>		
<b>Agency Contribution (LA only)</b>		
<b>Total Deficit Funding</b>	<b>285,115</b>	<b>285,230</b>
<b>Surplus (or Deficit)</b>		

APPENDIX A – PROGRAM NARRATIVE 2019  
BEHAVIORAL HEALTH SERVICES

Agency Name: **NEW HORIZON COUNSELING CENTER**

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

Agency Contact Person: Helene Goldberg Telephone: 516-569-4524

Program Name: **Assisted Competitive Employment**

OASAS/OMH/OPWDD Program Type: Assisted Competitive Employment

OASAS/OMH/OPWDD Program Code: 1380

Funding Source Code: 039L, 200, 965

**1. PROGRAM DESCRIPTION**

**Member Hours: Monday through Friday, 9:15am to 3:00pm**

**Staff Hours: Monday through Friday 9:00am-5:00pm**

**A. Overall Mission:**

The overall mission of the Assisted Competitive Employment (ACE) is to assist members in the Clubhouse's pre-vocational component that are ready to set, pursue and accomplish their chosen vocational goals. The ACE program provides support throughout the employment process.

**B. Program Objectives and Services Provided:**

Services include: Individual vocational assessments, counseling, written goal sheets and work readiness assessments and training.

Groups include: Getting Ready for Work, Job Club, Online Job Search, Job Savvy and SEP for working members.

Each program member has a résumé and participates in interview training and practice simulation. The ACE program takes its members to job fairs and interviews. The program maintains an updated job posting board.

**C. Target Population(s) Served:**

The target population is Nassau County resident adults, 18 years and older who are diagnosed with a Serious Mental Illness.

## 2. PROGRAM DEVELOPMENT

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

Self report, past history of treatment, toxicology from our Chemical Dependency Unit.

- 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.
- x   Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
- 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.
- \_\_\_\_\_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
- x   Family support program objective: Family Group available within The Clubhouse

- C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals: **Not Applicable**

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

- D. What percentage of your population has both MH and CD Axis diagnosis?  
10%

- E. What percentage of your population is maintained on psychotropic medications? 100%

- F. For DD Programs: **Not Applicable**

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

### 3. SERVICE UTILIZATION

	2017 Actual	2018 Projected	2019 Proposed
A. <u>Program Services</u>			
Average Daily Census	7	10	10
Average # of Clients Served per Month	17	20	22
Annualized Unduplicated # of Clients Served	17	20	22
Units of Service	4,039	3,700	4,000
Units of Service (CFR)	4,039	3,700	4,000
Total Direct Care Service Hours	1,900	1,930	2,000
B. <u>Specialty Count (MH Programs)</u>			
Face-to-Face Contact			
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:

In the first half of 2018 the ACE component had 3 members who secured competitive employment and 4 members in Supported Employment. . The member who completed the Peer Certification course last year is now employed full time as a Peer Counselor at New Horizon. 4 members continue to work as program receptionists. 2 members are volunteering outside the program.

The method of data collection includes program documentation of the job placement results and from member and employer reporting. The results are documented in a spreadsheet so that aggregate values can be obtained.

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:

During the first half of 2018 there was 1 psychiatric hospitalization of a Prevocational program member who is also an ACE participant. As indicated previously, several members have applied for congregate housing and are on a waiting list.

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

**Not Applicable**



## 5. STAFFING

POSITION TYPE	FTE 2017 YTD	FTE 2018 BUDGETED
Social Worker		
Program Coordinator		
Mental Health Worker	.23	
Vocational Worker	.47	1.0
Director	.22	.23
Office Manager		
Receptionist		
Clerical		
Contract Specialist		
Other (specify)-Client Wage	1.03	.85

## 6. FISCAL SUMMARY 2018

	2018 Actual/Annualized	2019 Proposed Budget
<b>Gross Cost</b>	<b>123,742</b>	<b>123,742</b>
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
<b>Total Revenue</b>	<b>0</b>	<b>0</b>
<b>Net Cost</b>	<b>123,742</b>	<b>123,893</b>
<b>State Funding</b>	<b>123,742</b>	<b>123,893</b>
<b>County Funding*</b>		
<b>Agency Contribution (LA only)</b>		
<b>Total Deficit Funding</b>	<b>123,742</b>	<b>123,893</b>
<b>Surplus (or Deficit)</b>		

APPENDIX A – PROGRAM NARRATIVE 2019  
BEHAVIORAL HEALTH SERVICES

Agency Name: **NEW HORIZON COUNSELING CENTER**

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

Agency Contact Person: Helene Goldberg Telephone: 516-569-4524

Program Name: **Meeting Place Clubhouse-Drop-In Center**

OASAS/OMH/OPWDD Program Type: **Drop-In Center**

OASAS/OMH/OPWDD Program Code: 1770

Funding Source Code: 014, 200, 965

**1. PROGRAM DESCRIPTION**

**Member Hours**

**Monday through Friday 9:15 AM to 3PM (Full Day program)**

**Monday-Friday 12pm-3pm (Half Day program)**

**Staff Hours: Monday through Friday 9am-5pm**

**Social Program**

**Tuesdays and Thursdays 3:00pm to 7:00pm and Saturdays 9:00am to 3:00pm**

**A. Overall Mission:**

The overall mission of the Drop-In Center is to provide members who currently lack vocational goals, with an inviting, supportive, friendly and safe environment in which to interact and socialize with others. This mission is met by providing recreational activities as well as structured groups that are relevant to their interests, needs and goals in a setting available every weekday that may enhance each member's quality of life.

**B. Program Objectives and Services Provided:**

Members of the Drop-In Center may participate in either full or half day programming, including lunch served by the program and selected activities of their choosing. Members are included in all program holiday celebrations and special events and participate in non-vocationally oriented trips.

**C. Target Population(s) Served:**

The target population is Nassau County resident adults over 18 years old who are diagnosed with a serious mental illness.

## 2. PROGRAM DEVELOPMENT

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

Self report, past history of treatment, toxicology by Chemical Dependency Unit.

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

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

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

**Not Applicable**

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

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

10%

- E. What percentage of your population is maintained on psychotropic medications? 100%

- F. For DD Programs: **Not Applicable**

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

### 3. SERVICE UTILIZATION

	2017 Actual	2018 Projected	2019 Proposed
A. <u>Program Services</u>			
Average Daily Census	14	25	25
Average # of Clients Served per Month	63	52	65
Annualized Unduplicated # of Clients Served	47	52	60
Units of Service	4117	3508	4100
Units of Service (CFR)			
*Total Direct Care Service Hours	1798	1300	1500
*Extended Drop-In hours for Tues., Thur. and Sat.			
B. <u>Specialty Count (MH Programs)</u>			
Face-to-Face Contact			
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:

The Meeting Place consistently received very positive responses in the Satisfaction Surveys. Members reported that they felt safe and found the program to be a socially supportive setting in which they made friends and enhanced their interaction skills. Several members liked the extended hours twice a week and Saturdays. They commented positively on the new and varied trips and activities and continued to express satisfaction with morning coffee and greatly for our new food provider. The computer groups received a lot of praise and, were divided up into skill levels and the member run Friday technology group is a big success.

The methods and instruments utilized to measure individual and aggregated consumer outcomes include the use of a Satisfaction Survey which is available at any time that a member wishes to complete one. In addition, at least once a year, the member community is gathered to discuss the importance of the Satisfaction Surveys. Each member is provided with a copy of the Survey at that time and encouraged to complete them. They are aware that this is anonymous and voluntary.

The Meeting Place has a visible Suggestion Box in the reception area which is checked weekly and holds a weekly Community Meeting in which members are encouraged to freely express their suggestions, offer programmatic ideas and

provide feedback. Staff responds to all suggestions/feedback and reports back to the Community Meeting.

B. Outcome 2 (MH Programs) – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage:

The Meeting Place overall had 4 psychiatric hospitalization through July 2018, 1 of whom was a drop-in member who did not return.. This represents an anticipated decline in psychiatric hospitalizations for 2018.

So far in 2018 there were 14 members who were admitted to Drop-In component, 5 of whom moved to the pre-vocational component.

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

**Not Applicable**

## 5. STAFFING

POSITION TYPE	FTE 2016 YTD	FTE 2017 BUDGETED
Social Worker	.10	.10
Program Coordinator		
Mental Health Worker	.10	.10
Psychiatrist		
Director	.14	.14
Asst. Director	.12	.12
Recreation Person	.43	.43
Clerical		
Contract Specialist		
Other (specify)Recreation Asst.	.25	.25

## 6. FISCAL SUMMARY 2017

	2016 Actual/Annualized	2017 Proposed Budget
<b>Gross Cost</b>	<b>73,355</b>	<b>73,438</b>
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
<b>Total Revenue</b>	<b>0</b>	<b>0</b>
<b>Net Cost</b>	<b>73,355</b>	<b>73,438</b>
<b>State Funding</b>	<b>73,355</b>	<b>73,438</b>
<b>County Funding*</b>		
<b>Agency Contribution (LA only)</b>		
<b>Total Deficit Funding</b>	<b>73,355</b>	<b>73,438</b>
<b>Surplus (or Deficit)</b>		

APPENDIX A – PROGRAM NARRATIVE 2019  
BEHAVIORAL HEALTH SERVICES

Agency Name: **NEW HORIZON COUNSELING CENTER**

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

Agency Contact Person: Helene Goldberg                      Telephone: 516-569-4524

Program Name: **The Meeting Place Clubhouse-Transportation**

OASAS/OMH/OPWDD Program Type: **Transportation**

OASAS/OMH/OPWDD Program Code: 0670

Funding Source Code: 200, 041, 965, 965S

**1. PROGRAM DESCRIPTION**

The Transportation Program provides members with van transportation, car and railroad expense reimbursement expenses, Village parking permits and Metro Cards. Program/service hours vary.

**A. Overall Mission:**

The overall mission of the Transportation program is to utilize funding in order to maximize participating members' ability to travel to and from services which may be hampered by an inability to pay for transportation and minimizing expense hardships. The funding permits members to engage in helpful life-enhancing activities that they could not participate in without the assistance of the transportation program. The challenges of transportation may also be exacerbated by the serious mental illness that eligible individuals are coping with while working on improving their quality of life.

**B. Program Objectives and Services Provided:**

The Transportation program offers van transportation for members when needed to attend and/or obtain services from job fairs, volunteer opportunities in their community, thrift stores, cosmetology school for haircuts and a variety of special events geared towards promoting self-confidence, job readiness, health and wellness, socialization and recovery. The Program pays for Village parking permits for Clubhouse members that drive their own vehicle to the program so that they may utilize the nearby municipal lots without added expense. The program also provides driving members with partial reimbursement for gas expense and partial reimbursement for members who must travel by railroad. Free Metro cards are given to members who must take buses to receive services.

**C. Target Population(s) Served:**

The target population is Nassau County resident adults, 18 years and older who are diagnosed with a Serious Mental Illness.

## 2. PROGRAM DEVELOPMENT

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

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

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

C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals: **Not applicable**

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

D. What percentage of your population has both MH and CD Axis diagnosis?  
10%

E. What percentage of your population is maintained on psychotropic medications? 100%

F. For DD Programs: **Not Applicable**

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



### 3. SERVICE UTILIZATION

	2017 Actual	2018 Projected	2019 Proposed
A. <u>Program Services</u>			
Average Daily Census	N/A		
Average # of Clients Served per Month	35	30	35
Annualized Unduplicated # of Clients Served	33	35	40
Units of Service	2,078	1,936	2,000
Units of Service (CFR)	2,078	1,936	2,000
Total Direct Care Service Hours	712	650	725
<b>Metro cards are not counted in the Units of Services</b>			

### B. Specialty Count (MH Programs)

Face-to-Face Contact	_____
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:**

The weather prevented our going out on trips in the winter and members preferred to do indoor activities during those months. We have many trips scheduled this month that will interest our members to participate. Members from all components are included in weekly trips. Saturday trips are social program members. Active promotion, a “town crier” volunteer and outreach are expected to improve participation. The Meeting Place van and minivan are accessible to promote this service whenever needed.

The methods and instruments utilized to measure individual and aggregated consumer outcomes include the use of a Satisfaction Survey which is available at any time that a member wishes to complete one. In addition, at least once a year, the member community is gathered to discuss the importance of the Satisfaction Surveys. Each member is provided with a copy of the Survey at that time and encouraged to complete them. They are aware that this is anonymous and voluntary.

The Meeting Place has a visible Suggestion Box in the reception area which is checked weekly and holds a weekly Community Meeting in which members are encouraged to freely express their suggestions, offer programmatic ideas and provide feedback. Staff responds to all suggestions/feedback and reports back to the Community Meeting.

**B. Outcome 2 (MH Programs)** – Identify an outcome from one of the following areas—housing, decrease in psychiatric hospitalizations, or decrease in emergency departments usage:

The number of psychiatric hospitalizations for the first half of 2018 has been reduced significantly in all program components, there are no changes in housing but several people waiting long periods of time after submitting applications

Methods include direct reporting of the members, collaborating services and agencies and follow up by program staff. The statistics are entered into spreadsheets so that the aggregate data is maintained.

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

**Not applicable**

## 5. STAFFING

POSITION TYPE	FTE 2017 YTD	FTE 2018 BUDGETED
Social Worker		
Program Coordinator		
Mental Health Worker	.01	
Psychiatrist		
Director	.12	.02
Asst. Director	.14	.10
Program Asst.	.05	.20
Activity Person	.01	
Contract Specialist		
Other (specify)-Driver	.10	

## 6. FISCAL SUMMARY 2018

	2018 Actual/Annualized	2019 Proposed Budget
<b>Gross Cost</b>	<b>34,652</b>	<b>34,697</b>
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
<b>Total Revenue</b>	<b>0</b>	<b>0</b>
<b>Net Cost</b>	<b>34,652</b>	<b>34,697</b>
<b>State Funding</b>	<b>34,652</b>	<b>34,697</b>
<b>County Funding*</b>		
<b>Agency Contribution (LA only)</b>		
<b>Total Deficit Funding</b>	<b>34,652</b>	<b>34,697</b>
<b>Surplus (or Deficit)</b>		

APPENDIX A – PROGRAM NARRATIVE 2019  
BEHAVIORAL HEALTH SERVICES

Agency Name: **NEW HORIZON COUNSELING CENTER**

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

Agency Contact Person: Helene Goldberg Telephone: 516-569-4524

Program Name: **HELPING HEARTS**

OASAS/OMH/OPWDD Program Type: **Affirmative Business**

OASAS/OMH/OPWDD Program Code: 3340

Funding Source Code: 200, 965, 965S

**1. PROGRAM DESCRIPTION**

**Monday through Friday 9AM-6PM, appointments scheduled as needed by clients.**

**A. Overall Mission:**

The overall mission is to enable the employees of the Helping Hearts affirmative business to receive vocational assessments and training, develop fine work skills and habits with job coaching by the Program Coordinator, in a transitional work placement setting that will prepare them for competitive employment.

**B. Program Objectives and Services Provided:**

The objectives of the program are to provide free assistance and transportation services to homebound and elderly individuals residing in Nassau County that include light housekeeping, simple meals, shopping for/or with them, driving them to appointments and helping with other errands. Helping Hearts employees are hired from the Clubhouse's vocational training programs. Employees learn and practice time management, responsibility, organizational and communication skills through experience, job coaching and regularly scheduled business meetings. In addition our Helping Hearts workers have been transporting clients to and from our Senior program in Hewlett.

**C. Target Population(s) Served:**

The target population is Nassau County resident adults, 18 years and older who are diagnosed with a Serious Mental Illness and participate in the ACE component.

## 2. PROGRAM DEVELOPMENT

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

**Not Applicable**

- B. Please indicate which program objective(s) will be addressed in 2018:

- \_\_\_\_\_ Update the program mission statement to reflect that co-occurring services are provided or develop a service statement rather than altering the mission statement.
- x   Display and distribute literature and patient educational materials for both substance abuse and mental health disorders
- 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.
- \_\_\_\_\_ Develop and implement a staff training plan which includes online FIT (Focus on Integrated Treatment)
- x   Family support program objective: Family group runs bi-monthly and is available to all program members and their families.
- \_\_\_\_\_
- \_\_\_\_\_

- C. Programs with a population which is at least 20% adolescent (under age 21) should choose one of the following goals: **Not Applicable**

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

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

  25%  

- E. What percentage of your population is maintained on psychotropic medications?   100%

- F. For DD Programs: **Not Applicable**

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

### 3. SERVICE UTILIZATION

	2017 Actual	2018 Projected	2019 Proposed
<b>A. Program Services</b>			
Average Daily Census	4	4	4
Average # of Clients Served per Month	4	4	4
Annualized Unduplicated # of Clients Served	4	4	4
Units of Service	962	735*	800
Units of Service (CFR)	962	735*	800
Total Direct Care Service Hours	962	735*	800
• <i>We no longer drive for our senior program, they have a bus and a driver.</i>			
<b>B. Specialty Count (MH Programs)</b>			
Face-to-Face Contact			
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:

There were no identified outcomes that needed to be implemented as a result of the Client Satisfaction Surveys. None of the Program participants provided feedback requesting changes for the program.

In 2018 the census had 4 client/drivers, 1 member who left the program last month. One client maintains the staff and transportation records. There are presently 7 customers, the appointments per month average 16.

**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:

There are no psychiatric hospitalizations in 2018 of Helping Hearts clients. One of them has left the program; we have interviewed a prospective replacement for him. In addition, we had been transporting seniors to our program in Hewlett, averaging 20 rides per month, and that job has ceased, as indicated above.

Staff and member reporting provide this data.

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

**Not Applicable**

## 5. STAFFING

POSITION TYPE	FTE 2017 YTD	FTE 2018 BUDGETED
Social Worker		
Program Coordinator		
Family Therapist		
Psychiatrist		
Director	.06	.04
Program Asst.	.64	.50
Receptionist		
Clerical		
Contract Specialist		
Other (specify)-Client Wage	.30	.40

## 6. FISCAL SUMMARY 2018

	2018 Actual/Annualized	2019 Proposed Budget
<b>Gross Cost</b>	<b>57,783</b>	<b>57,783</b>
Medicaid Revenue		
Medicare Revenue		
Access Revenue		
Sales Revenue		
CSP Revenue		
Other Revenue		
<b>Total Revenue</b>	<b>0</b>	<b>0</b>
<b>Net Cost</b>	<b>57,783</b>	<b>57,907</b>
<b>State Funding</b>	<b>57,783</b>	<b>57,907</b>
<b>County Funding*</b>		
<b>Agency Contribution (LA only)</b>		
<b>Total Deficit Funding</b>	<b>57,783</b>	<b>57,907</b>
<b>Surplus (or Deficit)</b>		

## **APPENDIX B – ADDITIONAL TERMS FOR RECIPIENTS OF CSS FUNDING**

1. "CSS Client(s)" shall mean individuals eligible for treatment in accordance with the description of the Contractor's Mental Health Service Program contained within the Program Narrative and shall be limited to those seriously mentally ill individuals who are within the Community Support Services Program eligibility guidelines as set forth in Section 41.47 of the Mental Hygiene Law, and, as further defined in 14 N.Y.C.R.R. Part 575.
2. "Waived CSS Clients" shall mean those individuals who are: eighteen (18) years of age or older; are functionally disabled as a result of mental illness; whose ability to remain in the community would be seriously jeopardized without the provision of CSS Services; and, who have been granted a waiver by the OMH and the Core Service Agency.
3. "Unit of Service" is the measurement of the delivery of a given service as defined in the New York State Office of Mental Hygiene Consolidated Financial Report Preparation Manual.
4. Reconciliation will be based on the following calculations:
  - a. The maximum Approved Gross which shall be the lesser of actual reported gross costs or those gross costs which will not exceed the statewide unit of service cap times the number of units of service actually delivered unless exception has been granted.
  - b. Actual Reported Revenue. The maximum approved net shall be calculated by taking the lesser of budgeted net cost per unit of service or actual net cost per unit of service and multiplying it by the actual number of delivered units of service adjusted by approved waivers.
5. Units of Service. Notwithstanding anything to the contrary contained in this Agreement, payment to the Contractor for the provision of the Services shall be further limited by the following:
  - a. Payment shall be made only for a Unit of Service which is in fact provided by the Contractor and reported to the CSS statistical and expenditure reporting system.
  - b. In no event shall expenditures exceed that amount specified in the Budget.
  - c. In the event that, despite the best faith efforts of the Contractor to provide the number of Units of Service that is anticipated to be provided in accordance with the Budget, it becomes evident that the Contractor will be unable to so perform, the Contractor may be able to receive reimbursement for undelivered Units of Service, through receipt of Unit of Service Waivers, as provided for below:
    1. If the Contractor has provided 95% or more of the Units of Service to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part;
    2. If the Contractor has provided 90% or more but less than 95% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the appropriate OMH Field Office;
    3. If the Contractor has provided less than 90% of the Units of Service required to be provided by this Agreement, then the County may in its discretion, provide Unit of Service Waivers for the Units of Service not provided, in whole or in part, only with the specific approval of the OMH.
6. The Contractor shall participate in and provide all information required for OMH's CSS statistical and expenditure reporting system. Such information shall be reported in the manner and in accordance with the schedule required by the OMH.



**APPENDIX C – ADDITIONAL TERMS FOR RECIPIENTS OF LOCAL ASSISTANCE FUNDING**

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

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

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

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

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance the basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L  
Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Herrick Lipton (Name)  
108-19 Rockaway Blvd, Ozone Park (Address)  
718-845-2620 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

None

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

None

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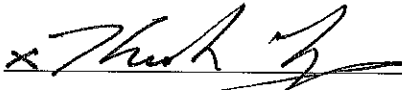
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5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

1/28/19

Dated

x 

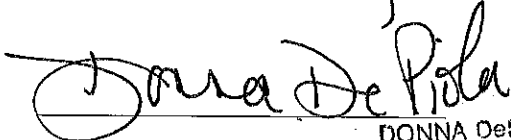
Signature of Chief Executive Officer

Herrick Lipton

Name of Chief Executive Officer

Sworn to before me this

28<sup>th</sup> day of January, 2019.



Notary Public

DONNA DePIOLA  
Notary Public, State Of New York  
No. 01DE6092690  
Qualified In Nassau County  
Commission Expires May 27, 2019



# Nassau County Human Services Universal Budget Form

2019

Return to Face Sheet

Contract # CQHS19000 063 0

Contract Name: New Horizon Counseling Center, Inc.

Program Name: CSS/ACE

Select Line To  
Work On Here

## Budget Summary

	Line #	Expense type	Total \$
	1a	Salary	\$301,297
<u>Work on Salary and Fringe</u>	1b	Fringe	\$48,519
	1 Total	Personnel (Salary plus Fringe)	\$349,816
<u>Work on Line 2</u>	2	Consultant(s)	\$10,850
<u>Work on Line 3</u>	3	Travel / Per Diem / Transportation	\$3,100
<u>Work on Line 4</u>	4	Equipment	\$5,791
<u>Work on Line 5</u>	5	Supplies	\$10,851
<u>Work on Line 6</u>	6	Contractual Services	\$37,902
<u>Work on Line 7</u>	7	Rent/Utilities	\$53,060
<u>Work on Line 8</u>	8	Department Specific Costs	\$26,000
<u>Work on Line 9</u>	9	Other Costs	\$8,019
<u>Work on Line 10</u>	10	Administrative Overhead	\$69,776
		Gross Expenditures (Lines 1 – 10)	\$575,165
<u>Work on Line 11</u>	11	Revenue, Income, Agency Contribution, Matches	\$0
		Net Budget Total (Lines 1 – 10 minus line 11)	\$575,165
<u>Agency Contribution</u>		Agency Contribution	\$0
		Net Contract Total (Net Budget Total minus Agency Contribution)	\$575,165

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval





LAURA CURRAN  
COUNTY EXECUTIVE



OMAYRA PÉREZ, LCSW-R  
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU  
DEPARTMENT OF HUMAN SERVICES

Office of Mental Health, Chemical Dependency and Developmental Disabilities Services  
60 Charles Lindbergh Boulevard, Suite 200, Uniondale, New York, 11553-3687  
Phone: (516) 227-7057; Fax: (516) 227-7076  
[behavioralhealth@hhsnassaucountyny.us](mailto:behavioralhealth@hhsnassaucountyny.us)

**2019 Refunding Certification**

		YES	NO
PROVIDER:	New Horizons- Helping Hearts- Affirmative Business		
ADDRESS:	50 Hawthorne Ave, Valley Stream, NY 11580		
PROGRAM TYPE:	Affirmative Business		
PROGRAM LIAISON:	Nicole Higgins, LCSW, CASAC		
OMH/OASAS/OPWDD LICENSED:			X
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	10/30/18		
PERFORMANCE OUTCOMES REVIEWED:	Clinical team interviews conducted		
OVERALL RATING:	Satisfactory		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2019		X	

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

Signed:   
Director

Date: 11/2/18

LAURA CURRAN  
COUNTY EXECUTIVE



OMAYRA PÉREZ, LCSW-R  
DIRECTOR OF COMMUNITY SERVICES

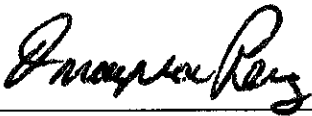
COUNTY OF NASSAU  
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[behavioralhealth@bhsnassaucountyny.us](mailto:behavioralhealth@bhsnassaucountyny.us)

**2019 Refunding Certification**

		YES	NO
PROVIDER:	New Horizons- Meeting Place Club House- Transportation		
ADDRESS:	50 Hawthorne Ave, Valley Stream, NY 11580		
PROGRAM TYPE:	Transportation		
PROGRAM LIAISON:	Nicole Higgins, LCSW, CASAC		
OMH/OASAS/OPWDD LICENSED:			X
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	10/30/18		
PERFORMANCE OUTCOMES REVIEWED:	Clinical team interviews conducted		
OVERALL RATING:	Satisfactory		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2019		X	

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

Signed:   
Director

Date: 11/2/18

LAURA CURRAN  
COUNTY EXECUTIVE



OMAYRA PÉREZ, LCSW-R  
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU  
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[behavioralhealth@bhsnassaucountyny.us](mailto:behavioralhealth@bhsnassaucountyny.us)

**2019 Refunding Certification**

		YES	NO
PROVIDER:	New Horizons- Meeting Place- Drop- In		
ADDRESS:	50 Hawthorne Ave, Valley Stream, NY 11580		
PROGRAM TYPE:	Drop-In center		
PROGRAM LIAISON:	Nicole Higgins, LCSW, CASAC		
OMH/OASAS/OPWDD LICENSED:			X
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	10/30/18		
PERFORMANCE OUTCOMES REVIEWED:	Clinical team interviews conducted		
OVERALL RATING:	Satisfactory		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2019		X	

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

Signed:   
Director

Date: 11/2/18

LAURA CURRAN  
COUNTY EXECUTIVE



OMAYRA PÉREZ, LCSW-R  
DIRECTOR OF COMMUNITY SERVICES

COUNTY OF NASSAU  
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[behavioralhealth@hhsnassaucountyny.us](mailto:behavioralhealth@hhsnassaucountyny.us)

**2019 Refunding Certification**

		YES	NO
PROVIDER:	New Horizons- Helping Hearts- Affirmative Business		
ADDRESS:	50 Hawthorne Ave, Valley Stream, NY 11580		
PROGRAM TYPE:	Affirmative Business Employment		
PROGRAM LIAISON:	Nicole Higgins, LCSW, CASAC		
OMH/OASAS/OPWDD LICENSED:			X
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	10/30/18		
PERFORMANCE OUTCOMES REVIEWED:	Clinical team interviews conducted		
OVERALL RATING:	Satisfactory		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2019		X	

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

Signed:   
Director

Date: 11/2/18

LAURA CURRAN  
COUNTY EXECUTIVE



OMAYRA PÉREZ, LCSW-R  
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**2019 Refunding Certification**

		YES	NO
PROVIDER:	New Horizons- Meeting Place Club House- Pre Vocational		
ADDRESS:	50 Hawthorne Ave, Valley Stream, NY 11580		
PROGRAM TYPE:	Clubhouse – Pre Vocational		
PROGRAM LIAISON:	Nicole Higgins, LCSW, CASAC		
OMH/OASAS/OPWDD LICENSED:			X
NCOMHCDDDS REVIEWED WITHIN PAST 12 MONTHS:		X	
DATE REVIEWED:	10/30/18		
PERFORMANCE OUTCOMES REVIEWED:	Clinical team interviews conducted		
OVERALL RATING:	Satisfactory		
FUNDING RECOMMENDED FOR CONTRACT YEAR 2019		X	

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

Signed: \_\_\_\_\_

Director

Date: \_\_\_\_\_

11/2/18

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Herrick Lipton, CEO  
Name and Title of Authorized Representative

m/d/yy

X [Signature]  
Signature

01/29/19  
Date

New Horizon Counseling Center, Inc  
Name of Organization

108-19 Rockaway Blvd., Ozone Park 11420  
Address of Organization



NEWHO-2

QP ID: KN

## CERTIFICATE OF LIABILITY INSURANCE

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

PRODUCER RAL Services, Inc. 240 Plandome Road Manhasset, NY 11030 Steven Tokofsky	516-365-8421	CONTACT NAME: Karla Negrete PHONE (A/C, No, Ext): 516-365-8421 E-MAIL: knegrete@raiservices.com ADDRESS:	FAX (A/C, No): 516-236-5842
INSURED The New Horizon Counseling Center Inc 108-19 Rockaway Blvd Ozone Park, NY 11420		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: State Insurance Fund NY INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 00000	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
LTB		INSR WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PHPK1907518	11/18/2018	11/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1907518	11/18/2018	11/18/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		PHUB654810	11/18/2018	11/18/2019	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Q10856334	07/08/2018	07/08/2019	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O (Prof Liab)		PHPK1907518	11/18/2018	11/18/2019	E&O 1mill/3mill
A	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

Nassau County Dept of  
Human Services  
60 Charles Lindbergh Blvd.  
Uniondale, NY 11553

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

AUTHORIZED REPRESENTATIVE