



Certified:

**E-15-21**

Filed with the Clerk of the  
Nassau County Legislature  
January 20, 2021 1:28pm

**NIFS ID:CQHS20000113      Department: Human Services**

**Capital:**

SERVICE: OMH - Home Best

Contract ID #:CQHS20000113

NIFS Entry Date: 15-DEC-20

Term: from 01-JAN-20 to 31-DEC-24

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) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Federation of Organization</b>	Vendor ID#: <b>237237931</b>
Address: 1 Farmingdale Road West Babylon, NY 11704	Contact Person: Lloyd Ippolito
	Phone:

<b>Department:</b>
Contact Name: Donnie Eng
Address: 60 Charles Lindberg Blvd Uniondale, NY 11553
Phone: 516-227-7027

## Routing Slip

Department	NIFS Entry: X	16-DEC-20 -- DENG
Department	NIFS Approval: X	16-DEC-20 -- BHALL
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	22-DEC-20 -- IQURESHI
OMB	NIFS Approval: X	18-DEC-20 -- NGUMIENIAK
County Atty.	Insurance Verification: X	18-DEC-20 -- AAMATO
County Atty.	Approval to Form: X	18-DEC-20 -- MMISRA
CPO	Approval: X	29-DEC-20 -- KOHAGENCE

<b>DCEC</b>	<b>Approval: X</b>	<b>04-JAN-21 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>04-JAN-21 -- KROSE-LOUDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>20-JAN-21 -- GCASTILLO</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 develop and maintain a Home Based Empowerment Support Team (Home Best) in Nassau County, New York. This intensive in-home program will provide youth diagnosed with Serious Emotional Disturbance (SED) and their families with resources that will meet their needs in the community.
<b>Method of Procurement:</b> RFP issued February 25, 2020. RFP was advertised in Newsday, posted on industry websites, via email to interested parties, and by publication on County procurement sites. Proposals were due on March 25, 2020. Eight (8) were received, Six (6) were evaluated. Proposals were scored and ranked. Highest-ranking proposer was selected.
<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> The program will consist of support teams that will intervene with families of high risk-high need youth, in their home communities, allowing the youth to continue to strengthen their connections within their communities, families, and support systems.
<b>Impact on Funding / Price Analysis:</b> The program is 100% state funded.
<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	Revenue		1	BHGR9CX2FED/20/DE511	\$ 110,000.00
Control:	9C	Contract:				\$ 0.00
Resp:	9CX2	County	\$ 0.00			\$ 0.00
Object:	DE511	Federal	\$ 0.00			\$ 0.00
Transaction:	103	State	\$ 110,000.00			\$ 0.00
Project #:		Capital	\$ 0.00			\$ 0.00
Detail:		Other	\$ 0.00			\$ 0.00
RENEWAL		TOTAL	\$ 110,000.00		TOTAL	\$ 110,000.00
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF HUMAN SERVICES, OFFICE OF MENTAL HEALTH, CHEMICAL DEPENDENCY AND DEVELOPMENTAL DISABILITIES SERVICES, AND FEDERATION OF ORGANIZATIONS FOR THE NEW YORK STATE MENTALLY DISABLED, INC. (“FED”)

WHEREAS, the County has negotiated a personal services agreement with FED to provide to develop and maintain a Home Based Empowerment Support Team (Home Best) in-home program to provide youth diagnosed with Serious Emotional Disturbance (SED) and their families with resources that will meet their needs in the community, 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 FED.



## Nassau County Interim Finance Authority

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

**1. Vendor:** Federation of Organization

**2. Dollar amount requiring NIFA approval:** \$110000

**Amount to be encumbered:** \$110000

This is a New

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

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

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

**3. Contract Term: 2020-2024**

Has work or services on this contract commenced? Y \_\_\_\_

If yes, please explain: State aid funded program initiated by NYS OMH

**4. Funding Source:**

General Fund (GEN)

X Grant Fund (GRT)

Capital Improvement Fund (CAP)

Other

Federal % 0

State % 100

County % 0

Is the cash available for the full amount of the contract?

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

To develop and maintain a Home Based Empowerment Support Team (Home Best) in Nassau County, New York. This intensive in-home program will provide youth diagnosed with Serious Emotional Disturbance (SED) and their families with resources that will meet their needs in the community.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount
CQHS20000093	15-JUN-20	1,130,945.00



## 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.

IQURESHI

22-DEC-20

**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.**

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Federation of Organization

CONTRACTOR ADDRESS: 1 Farmingdale Road, West Babylon, NY11704

FEDERAL TAX ID #: 23-7237931

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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 after a written request for proposals was issued on February 25, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on March 25, 2020. Eight proposals were received, and 6 proposals were evaluated. The evaluation committee consisted of 5 people which included Tracy Ferraro – Assistant Director of Children's Services (DSS), Dr. Vera Feuer – Director of Pediatric Emergency Psychiatry and Behavioral Health Urgent Care (Cohen Children's Medical Center), Charlotte Poland – Social Worker (Child and Adolescent Psychiatry, NUMC), Dr. Jeffrey Diebold – Chief Psychologist Supervisor (Nassau BOCES). 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.

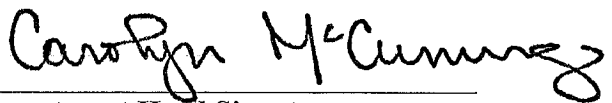
**Instructions with respect to Sections VIII, IX and X:** All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

12/10/20  
\_\_\_\_\_  
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



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:  
Stephen McCarthy [STEVE.MCCARTHY@FEDOFORG.ORG]

Dated: 10/08/2020 01:49:39 PM

Vendor: Federation of Organizations for the New York  
State Mentally Disabled, Inc.

Title: Chief Financial Officer

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Stephen McCarthy  
Date of birth: 08/31/1969  
Home address: 114 Mystic Oak Drive  
City: Bay Shore State/Province/Territory: NY Zip/Postal Code: 11706  
Country: US

Business Address: 1 Farmingdale Road  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: (631) 669-5355

Other present address(es):  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: 6316695355

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	<u>05/16/2001</u>	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.

Stephen McCarthy is President and Director of the following related organizations of Federation of

Organizations for the New York State Mentally Disabled, Inc.

River Avenue Real Estate Management Corp.

For Profit Corporation

EIN ? 83-1938174

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 6/28/2018

(holds Federation's un-related real estate investments)

(No contracts or funding)

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, Stephen McCarthy , 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, Stephen McCarthy , 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.

Federation of Organizations for the New York State  
Mentally Disabled, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Stephen McCarthy [STEVE.MCCARTHY@FEDOFORG.ORG]

Chief Financial Officer

Title

10/08/2020 04:55:40 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: Nancy Schonberg  
Date of birth: 10/01/1943  
Home address: 42 Steuben Avenue  
City: Tappan State/Province/Territory: NY Zip/Postal Code: 10983  
Country: US

Business Address: 1 Farmingdale Road  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: (631) 669-5355

Other present address(es):  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: \_\_\_\_\_  
Country: US  
Telephone: (631) 669-5355

List of other addresses and telephone numbers attached

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

President	<u>01/01/2014</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.

See attachment

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

YES ☒ NO ☐ If Yes, provide details.

See attachment for question #5

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, Nancy Schonberg , 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, Nancy Schonberg , 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.

Federation of Organizations for the New York State  
Mentally Disabled, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Nancy Schonberg [NANCY.SCHONBERG@GMAIL.COM]

President

Title

10/08/2020 05:08:21 PM

Date

# 5 & # 6

**Nancy Schonberg President of the following related organizations of Federation of Organizations for the New York State Mentally Disabled, Inc.**

Federation of Organizations Housing Development Program I, Inc.

Not For Profit Corporation

EIN - 20-1020412

1 Farmingdale Road

West Babylon, NY 11704

Start Date : 1/1/05

**(required leasehold and program operation company for HUD 811 Program)**

**(Receives funding from Federal HUD for operations)**

Federation Housing II, Inc.

Not For Profit Corporation

EIN - 30-0529952

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/09

**(required leasehold and program operation company for HUD 811 Program)**

**(Receives funding from Federal HUD for operations)**

**Nancy Schonberg is the Retired executive of the following organization.**

Rockland Hospital Guild, Inc.

EIN - 13-6157662

2 Irvings Way

Orangeburg, NY

**(Housing and support services for the mentally ill)**



## 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: Edward Varon  
Date of birth: 05/29/1945  
Home address: 1704 Tower Drive  
City: Edgewater State/Province/Territory: NJ Zip/Postal Code: 07020  
Country: US

Business Address: 1 Farmingdale Road  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: (631) 669-5355

Other present address(es):  
City: West Babylon State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: (631) 669-5355

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	<u>05/01/2011</u>		
(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.

See attached

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

YES ☒ NO ☐ If Yes, provide details.

See attached

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide 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, Edward Varon , 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, Edward Varon , 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**

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Federation of Organizations for the New York State  
Mentally Disabled, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Edward Varon [EDVARON42@GMAIL.COM]

Vice-President

Title

10/08/2020 05:11:57 PM

Date

**Edward Varon is the Vice-President of the following related organizations of Federation of Organizations for the New York State Mentally Disabled. Inc.**

**Federation of Organizations Housing Development Program 1, Inc.**

Not For Profit Corporation

EIN – 20-1020412

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/05

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Housing II Inc.**

Not For Profit Corporation

EIN – 30-0529952

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/09

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Edward Varon is a Partner of:**

**Evantage Associates**

170 Tower Drive

Edgewater NJ 07020

(investment partnership)



## 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:            | Greg Durso              |                           |                           |
|    | Date of birth:             | 02/18/1985              |                           |                           |
|    | Home address:              | 237 North Avenue Apt 13 |                           |                           |
|    | City:                      | Burlington              | State/Province/Territory: | VT Zip/Postal Code: 05401 |
|    | Country:                   | US                      |                           |                           |
|    | Business Address:          | 1 Farmingdale Road      |                           |                           |
|    | City:                      | West Babylon            | State/Province/Territory: | NY Zip/Postal Code: 11704 |
|    | Country                    | US                      |                           |                           |
|    | Telephone:                 | (631) 669-5355          |                           |                           |
|    | Other present address(es): |                         |                           |                           |
|    | City:                      | West Babylon            | State/Province/Territory: | NY Zip/Postal Code: 11704 |
|    | Country:                   | US                      |                           |                           |
|    | Telephone:                 | 6316695355              |                           |                           |

List of other addresses and telephone numbers attached

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

President	Treasurer	05/01/2014
Chairman of Board	Shareholder	
Chief Exec. Officer	Secretary	05/01/2014
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.

Gregory Durso is the Secretary of the following related organizations of Federation of Organizations for the

New York State Mentally Disabled. Inc.

Federation Herkimer Housing Development Fund Corporation

Not For Profit Corporation

EIN ? 85-2780517

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

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?

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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, Greg Durso , 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, Greg Durso , 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**

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Federation of Organizations for the New York State  
Mentally Disabled, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Greg Durso [GDURSO9@GMAIL.COM]

Secretary-Treasurer

Title

10/08/2020 05:14:30 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: Barbara Faron  
Date of birth: 09/08/1941  
Home address: 23 Lotowana Lane  
City: Stony Brook State/Province/Territory: NY Zip/Postal Code: 11790  
Country: US
- Business Address: 1 Farmingdale Road  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: (631) 669-5355
- Other present address(es):  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: 6316695355

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>08/31/1979</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.

See attached

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

YES ☒ NO ☐ If Yes, provide details.

See attached

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

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

- a. Been debarred by any government agency from entering into contracts with that agency?

YES ☐ NO ☒ If yes, provide 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, Barbara Faron , 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, Barbara Faron , 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.

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Federation of Organizations for the New York State  
Mentally Disabled, Inc.

\_\_\_\_\_  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Barbara Faron [BFARON@FEDOFORG.ORG]

\_\_\_\_\_  
Chief Executive Officer  
Title

10/08/2020 05:16:05 PM  
\_\_\_\_\_  
Date



**Barbara Faron is an officer of the following related organizations of Federation of Organizations for the New York State Mentally Disabled. Inc.**

**Federation of Organizations Housing Development Program 1, Inc.**

Not For Profit Corporation

EIN – 20-1020412

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/05

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Housing II Inc.**

Not For Profit Corporation

EIN – 30-0529952

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/09

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Building 74 GP, Inc.**

For Profit Corporation

EIN – 27-3339317

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 8/27/2010

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Building 74 HDFC**

Not For Profit Corporation

EIN – 27-3339228

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 8/25/2010

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Building 74 LP**

Limited Partnership

EIN – 27-3339373

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Nameoke Housing Development Fund Corporation**

Not For Profit Corporation

EIN – 84-3590819

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

## 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: Philip Matcovsky  
Date of birth: 11/03/1963  
Home address: 308 Abbington Court  
City: Copague State/Province/Territory: NY Zip/Postal Code: 11726  
Country: US
- Business Address: 1 Farmingdale Road  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: (631) 669-5355
- Other present address(es):  
City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704  
Country: US  
Telephone: 6316695355

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 Operating Officer	04/27/1987

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.

See attached

1 File(s) Uploaded: PM Related Companies.docx

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

YES ☒ NO ☐ If Yes, provide details.

See Question 5 attachment

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, Philip Matcovsky , 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, Philip Matcovsky , 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.

Federation of Organizations for the New York State  
Mentally Disabled, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Philip Matcovsky [PMATCOVSKY@FEDOFORG.ORG]

Chief Operating Officer  
Title

10/08/2020 05:17:26 PM  
Date



**Philip Matcovsky is an officer of the following related organizations of Federation of Organizations for the New York State Mentally Disabled. Inc.**

**Federation of Organizations Housing Development Program 1, Inc.**

Not For Profit Corporation

EIN – 20-1020412

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/05

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Housing II Inc.**

Not For Profit Corporation

EIN – 30-0529952

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/09

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Building 74 GP, Inc.**

For Profit Corporation

EIN – 27-3339317

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 8/27/2010

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Building 74 HDFC**

Not For Profit Corporation

EIN – 27-3339228

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 8/25/2010

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Building 74 LP**

Limited Partnership

EIN – 27-3339373

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Nameoke Housing Development Fund Corporation**

Not For Profit Corporation

EIN – 84-3590819

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

## 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: 01/12/2021

1) Proposer's Legal Name: Federation of Organizations for the New York State Mentally Disabled, Inc.

2) Address of Place of Business: 1 Farmingdale Road/Route 109

City: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704

Country: US

3) Mailing Address (if different): \_\_\_\_\_

City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_

Country: \_\_\_\_\_

Phone: \_\_\_\_\_

Does the business own or rent its facilities? Own If other, please provide details:

\_\_\_\_\_

4) Dun and Bradstreet number: 06-455-2165

5) Federal I.D. Number: 23-7237931

6) The proposer is a: Other (Describe) Not-for-Profit Corporation

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:

See attached

1 File(s) Uploaded: Affiliates.docx

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.

Federation has a conflict of interest procedure and all employees are required to take an annual training (see attached)

1 File(s) Uploaded: Conflict of Interest Policy.pdf

- 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;

08/26/1972

- 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.

Company is a not-for-profit corporation and no individual person or entity has a financial interest in the Company

*No individuals with a financial interest in the company have been attached..*

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

First Name	Leonard			
Last Name	Achan			
MI	C	Suffix		
Address	1950 Monroe Avenue			
City	Bellmore	State/Province/Territory	NY	Zip/Postal Code 11710
Country	US			
Position	Board Member			

First Name	Greg			
Last Name	Durso			
MI	R	Suffix		
Address	52 Aspen Lane			
City	Stony Brook	State/Province/Territory	NY	Zip/Postal Code 11790
Country	US			
Position	Secretary-Treasurer			

First Name	Barbara
------------	---------

Last Name	Faron			
MI		Suffix		
Address	23 Lotowana Lane			
City	Stony Brook	State/Province/Territory	NY	Zip/Postal Code 11790
Country	US			
Position	Chief Executive Officer			

First Name	Philip			
Last Name	Matcovsky			
MI		Suffix		
Address	308 Abbington Court			
City	Copiague	State/Province/Territory	NY	Zip/Postal Code 11726
Country	US			
Position	Chief Operating Officer			

First Name	Stephen			
Last Name	McCarthy			
MI		Suffix		
Address	114 Mystic Oaks Drive			
City	Bay Shore	State/Province/Territory	NY	Zip/Postal Code 11706
Country	US			
Position	Chief Financial Officer			

First Name	Nancy			
Last Name	Schonberg			
MI		Suffix		
Address	42 Steuben Avenue			
City	Tappan	State/Province/Territory	NY	Zip/Postal Code 11704
Country	US			
Position	President			

First Name	Richard			
Last Name	Turan			
MI		Suffix		
Address	1289 Roosevelt Way			
City	Westbury	State/Province/Territory	NY	Zip/Postal Code 11590
Country	US			
Position	Board Member			

First Name	Edward			
Last Name	Varon			
MI		Suffix		
Address	1704 Tower Drive			
City	Edgewater	State/Province/Territory	NJ	Zip/Postal Code 07020
Country	US			
Position	Vice-President			



- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
494
- vi) Annual revenue of firm;  
44000000
- vii) Summary of relevant accomplishments  
See attachment

1 File(s) Uploaded: 2018 Relevant Accomplishments.docx

- viii) Copies of all state and local licenses and permits.

1 File(s) Uploaded: OMH Operating Certificates.pdf

- B. Indicate number of years in business.

48

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

See attachment

1 File(s) Uploaded: Other Relevant Information.docx

- 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	New York State Office of Mental Health		
Contact Person	Martha Carlin, Director of Long Island Field Office		
Address	998 Crooked Hill Road, Building 45, 3rd Floor		
City	West Brentwood	State/Province/Territory	NY
Country	US		
Telephone	(631) 761-2058		
Fax #			
E-Mail Address	martha.carlin@omh.ny.gov		

Company	Suffolk County Department of Health		
Contact Person	Ann Marie Csorny, Director of Community Mental Hygiene Services		
Address	North County Complex Building C928 725 Veterans Memorial Highway		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-8500		
Fax #			
E-Mail Address	annmarie.csorny@suffolkcountyny.gov		

Company	Suffolk County Office for the Aging		
Contact Person	Holly Rhodes-Teague, Director of the Office for the Aging		
Address	100 Veterans Memorial Highway, H. Lee Dennison Building		
City	Hauppauge	State/Province/Territory	NY
Country	US		
Telephone	(631) 853-8200		
Fax #			



I, Stephen McCarthy , 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, Stephen McCarthy , 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**

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Name of submitting business: Federation of Organizations for the New York State Mentally Disabled, Inc.

Electronically signed and certified at the date and time indicated by:  
Stephen McCarthy [STEVE.MCCARTHY@FEDOFORG.ORG]

Chief Financial Officer  
Title

01/12/2021 02:26:37 PM  
Date

**Federation of Organizations for the New York State Mentally Disabled, Inc.**      **FEIN 23-7237931**  
("Federation")

**Federation of Organizations Housing Development Program 1, Inc.**

Not For Profit Corporation

EIN – 20-1020412

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/05

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Housing II Inc.**

Not For Profit Corporation

EIN – 30-0529952

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 1/1/09

(required leasehold and program operation company for HUD 811 Program)

(receives funding from U.S. Department of Housing and Urban Development for operations)

**Federation Building 74 GP, Inc.**

For Profit Corporation

EIN – 27-3339317

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 8/27/2010

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Building 74 HDFC, Inc.**

Not For Profit Corporation

EIN – 27-3339228

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 8/25/2010

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**Federation Building 74 LP**

Limited Partnership

EIN – 27-3339373

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation built a 50-bed CR/SRO using tax credits in conjunction with New York State Office of Mental Health)

(no contracts or funding)

**River Avenue Real Estate Management Corp**

For Profit Corporation

EIN – 83-1938174

1 Farmingdale Road

West Babylon, NY 11704

Start Date: 6/28/2018

(holds Federation's un-related real estate investments)

(No contracts or funding)

**Federation Nameoke Housing Development Fund Corporation**

Not For Profit Corporation

EIN – 84-3590819

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

**Federation Herkimer Housing Development Fund Corporation**

Not For Profit Corporation

EIN – 85-2780517

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

**Federation Herkimer LLC**

Limited Liability Company

Federation is sole member and manager

EIN – 85-2328748

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

**Federation Herkimer Gardens LLC**

Limited Liability Company

Federation is managing member

EIN – 85-2273305

1 Farmingdale Road

West Babylon, NY 11704

(Required entity when Federation develops its affordable housing/mentally ill-supported housing beds in conjunction with the New York State Office of Mental Health)

(no contracts or funding)

**FEDERATION OF ORGANIZATIONS  
FOR THE NEW YORK STATE MENTALLY DISABLED, INC.**

**BOARD OF DIRECTORS  
DECEMBER 2020**

<b>NAME &amp; ADDRESS</b>	<b>EXPERIENCE</b>	<b>POSITION</b>
Nancy Schonberg 42 Steuben Ave. Tappan, NY 10983 646-208-6834	Non-Profit Administration	President - May 2014 Secretary / Treasurer 8 Years
Edward Varon 1704 Tower Drive Edgewater, NJ 07020 201-699-0557	Family Member Businessman	Vice President 8 Years
Greg Durso 52 Aspen Lane Stony Brook, NY 11790 631-922-1261	Businessman	Secretary/Treasurer May 2014 Member 5 Years
Richard Turan 1289 Roosevelt Way Westbury, NY 11590 516-680-6565	Businessman	Member 4 Years
Leonard C. Achan 1950 Monroe Ave. Bellmore, NY 11710 646-404-2756	Businessman Healthcare Executive	Member May 2018



FEDERATION OF ORGANIZATIONS FOR  
THE NEW YORK STATE MENTALLY DISABLED, INC.

STATEMENT OF ETHICAL STANDARDS FOR  
BOARD MEMBERS, OFFICERS AND DIRECTORS

The Board Members, Officers and Directors of Federation of Organizations for the New York State Mentally Disabled, Inc. (FED) are responsible for upholding a public trust. We are called to a higher standard of stewardship in order to meet the special privileges that our tax-exempt status allows. The board member's, officer's and director's actions should meet or exceed these higher standards rather than only minimally satisfy the requirements of tax-exempt status. Areas of behavior to be avoided include personal conflicts of interest by board members, officers, and directors, questionable investments, inhumane treatment of consumers, improper use of funds raised (especially for personal inurement), expensive and inefficient fundraising practices, failure to meet legal requirements and similar offenses.

**POLICY ON POSSIBLE CONFLICTS OF INTEREST**

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The Board Members, Officers and Directors of FED have adopted the following policy designed to avoid any possible conflict between the personal interests of Board Members, Officers and Directors and the interest of FED.

The purpose of this policy is to insure that decisions about FED operations and the use and dispositions of FED assets are made solely in terms of benefits to FED and are not influenced by any private profit or other personal benefit to the individuals affiliated with FED who take part in decision. In addition to actual conflicts of interest, board members, officers and directors are also obliged to avoid actions that could be perceived or interpreted in conflict with FED's interest.

Conflicts of interest may occur when FED enters into transactions with not-for-profit organizations as well as those that are undertaken with profit making entities. The best way to deal with this problem is a full disclosure of all personal and business relationships with organizations that do business with FED and to refrain from participation in decisions affecting transactions between FED and those organizations. **Such relationships do not necessarily restrict transactions as long as the relationship is clearly divulged and non-involved Board members, Officers and Directors make any necessary decisions.**

**POLICY**

1. *Officers and Directors.* Any Board member, Officer or Director who may be involved in any FED business transaction in which there is a possible conflict of interest will promptly notify the President of the Board. The Board member, Officer or Director will refrain from voting on any such transaction, participating in deliberations concerning it, or using personal influence in any way in the matter. The Board member's, Officer's or Director's presence may not be counted in determining the quorum for any vote with respect to the FED business transaction in which he or she has a possible conflict of interest. Furthermore, the Board member, Officer or Director, or the President of the Board in the Officer's or Director's absence, will disclose a possible conflict of interest to the

other members of the Board before any vote on the FED business transaction and such disclosure will be recorded in the Board minutes of the meeting at which it is made. Any FED business transaction and such disclosure will be recorded in the Board minutes of the meeting at which it is made. Any FED business transaction which involves a possible conflict of interest with a Board member, Officer or Director will have terms which are at least as fair and reasonable to FED as those which would otherwise be available to FED if it were dealing with an unrelated party.

The Board President, after receiving information about a possible conflict of interest, will take such action as is necessary to assure the transaction is completed in the best interest of FED without the substantive involvement of the person who has the possible conflict of interest. **(This does not mean that the purchase or other transaction must necessarily be diverted, but simply that persons other than the one with the possible conflict will make the judgments involved and will control the transaction.)**

Each Board member, Director and Officer will complete the attached questionnaire on an annual basis.

A written record of any report of possible conflict of interest and of any adjustments made to avoid possible conflicts of interest will be maintained with the Board minutes.

**2. Definitions.** Examples of conflict that may arise:

A. "Involved in an FED business transaction" means initiating, making the principle recommendations for, or approving a purchase or contract; recommending or selecting a vendor or contractor; drafting or negotiating the terms of such transaction; or authorizing or making payments from FED accounts. That language is intended to include not only transaction for FED's procurement of goods and services, but also for the sale or disposition of FED property, and the provision of services or space by or to FED.

B. A "possible conflict of interest" is deemed to exist where the Board member, Director or Officer, or a close relative, or a member of that person's household, is an officer, director, employee, proprietary owner, partner, or trustee of, or an owner individually or when aggregated with ownership interests of close relatives or members of that person's household, of more than 5% of the controlling interest in an organization doing business or seeking to do business with FED. A possible conflict is also considered to exist where such a person is (or expects to be) retained as a consultant or contractor by an organization which is doing business or is seeking to do business with FED, or whenever a transaction will entail a payment of money or anything else of value to the official, member, to a close relative, or to a member of that person's household.

C. A "possible conflict of interest" exists when an individual affiliated with FED has an interest in an organization which is in competition with a firm seeking to do business with FED if the individual's position gives him or her access to proprietary or other privileged information, which could benefit the firm in which he or she has an interest.

D. A "possible conflict of interest" exists when an individual affiliated with FED is a trustee, director, officer or employee of a not-for-profit organization which is seeking to do business

with or have a significant connection with FED or is engaged in activities which could be said in business contests to be "in competition with" the programs of FED.

E. A "possible conflict of interest" exists when a family member of an Officer or Director is employed by FED or by a corporation or organization that does business or proposes to do business with FED or when a family member of an Office or Director is receiving or will receive services from FED in an existing or new program.

3. The policy statement will be made available to each Board Member, Officer and Director who regularly involves initiation, review or approval of significant FED contracts or other commitments. Such people will be asked to sign the attached acknowledgment concerning reporting of potential conflicts of interest.

I have read and understand FED's policy on Potential Conflicts of Interest for Board Members, Officers and Directors. I agree to report promptly any such interest, which arises in my conduct of FED business and, in other respects, to comply with the policy and its procedures.

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Signature – Board Member, Officer or Director

Date

**FEDERATION OF ORGANIZATIONS FOR  
THE NEW YORK STATE MENTALLY DISABLED, INC.**

**2017 CONFLICT OF INTEREST QUESTIONNAIRE**  
**FOR BOARD MEMBERS, OFFICERS AND DIRECTORS**

FED Conflict of Interest Policy (attached) is applicable to each Board member, officer and directors. The purpose of this policy is to protect the consumers we serve. To insure their protection we ask that you answer the following questions. Please return the completed questionnaire As soon as possible.

Where answers to questions below request information about interest of members of your family or household, answer them only on the basis of your knowledge. The period covered by the questionnaire is **January 1-December 31, 2017.**

Questions	Yes (X)	No (X)
While serving as a Board Member, Officer or Director have you received compensation, directly or indirectly, for services rendered to any other corporation, partnership or organization doing business with FED?		
While serving as a Board Member, Officer or Director have you paid Compensation, directly or indirectly, for services rendered to any other corporation, partnership or organization doing business with FED?		
Have you received remuneration for services provided or goods sold to FED? If so, was the remuneration received at Fair Market Value (FMV), at cost or at another discounted value? Please provide the actual dollar value of the transaction.		
Have you received any benefits, services or reimbursement of expenses from FED? If so, please provide details and actual dollar value.		
Have you or any member of your family or household a direct or indirect interest in any firm that to your knowledge is a supplier or otherwise does business with FED?		
Have you or any members of your family or household, received any gifts (other than those of nominal value), loans, or favors, from any person or firm doing business with FED or which is a competitor of FED?		
Have you, directly or indirectly, purchased real estate that you know To be of interest to FED or sold real estate to FED?		

Have you, directly or indirectly, revealed FED confidential matters to persons not entitled to know the same or used FED confidential information to promote your own interest?		
Do you have any interest or arrangement which may violate the policy on conflict of interest or which may result in your compromising yourself or FED?		
Except for minor traffic violations, were you ever convicted of any violation of the criminal law?		
Have you ever been involved in a hearing before an official body in relation to the operation of a home or institution caring for people?		
Are there any criminal actions pending against you?		
Are you or a family member employed by FED?		
Do you have a family member served by FED?		

If you have answered YES to any of the above questions, please explain below.

I have read and understand the agency policy regarding conflict of interest and have answered the above questions fully, accurately and truthfully, and I recognize the consequences of any incomplete, inaccurate or untruthful response.

\_\_\_\_\_  
Signature – Board Member, Officer or Director

\_\_\_\_\_  
Date



New York State  
Office of Mental Health

## **Operating Certificate Outpatient Facilities Class**

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

to operate a: **Assertive Community Treatment (ACT) Program**

to be known as: **Federation of Organizations Babylon ACT  
Program**

located at: **11 Farmingdale Road  
West Babylon, NY 11704-6207**

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 - Friday: 09:00 AM-05:00 PM**  
**Other: Additional hours and days as needed;**  
**24-hour on-call**

Population Served: **Adults**

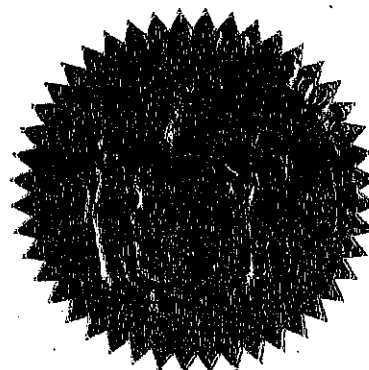
Additional/Optional **None**  
Services:

Site Capacity: **Sixty-Eight (68)**

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032006A**





New York State  
Office of Mental Health

## Operating Certificate Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Irving Berkowitz Residence**

located at: **998 Crooked Hill Road, Pilgrim PC, Building 55  
West Brentwood, NY 11717-1050**

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

Authorized by this operating certificate:

\*\*\*\*\*

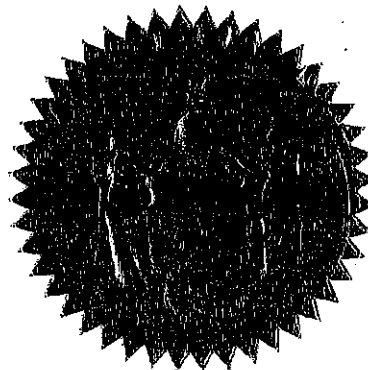
**Community Residence  
with a Certified Capacity of  
Fifty (50) Beds**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032008**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Recovery Concepts at Patchogue**

located at: **456 Waverly Avenue  
Patchogue, NY 11772-1586**

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 - Tuesday: 08:30 AM-04:30 PM  
Wednesday: 08:30 AM-07:30 PM  
Thursday - Friday: 08:30 AM-04:30 PM**

Population Served: **Adults**

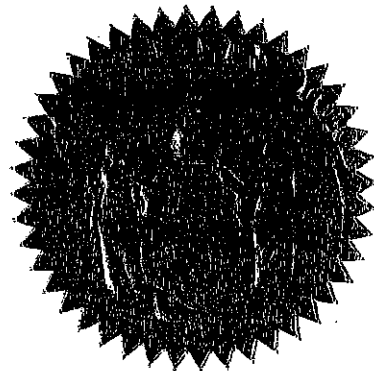
Additional/Optional Services: **Clinical Treatment, Community Rehabilitation  
and Support, Intensive Rehabilitation, Ongoing  
Rehabilitation and Support**

Site Capacity: **One Hundred (100)**

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032017A**







New York State  
Office of Mental Health

## Operating Certificate Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Frank Padavan 6th Street Residence**

located at: **80-45 Winchester Blvd, Creedmoor PC, Building  
74 North  
Queens Village, NY 11427-2192**

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

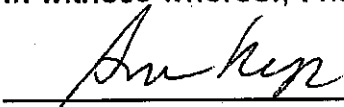
Authorized by this operating certificate:

\*\*\*\*\*

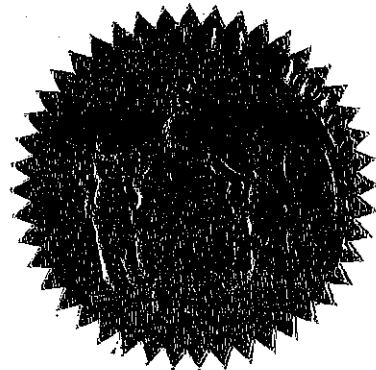
**Community Residence  
with a Certified Capacity of  
Fifty (50) Beds  
Approved for a Slow Evacuating Population**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032065**





New York State  
Office of Mental Health

**Operating Certificate**  
**Community Residence Class**

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Federation of Organizations Sunken Meadow  
Residence**

located at: **998 Crooked Hill Road, Pilgrim PC, Building 81,  
Unit 102  
Brentwood, NY 11717-1050**

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


Authorized by this operating certificate:

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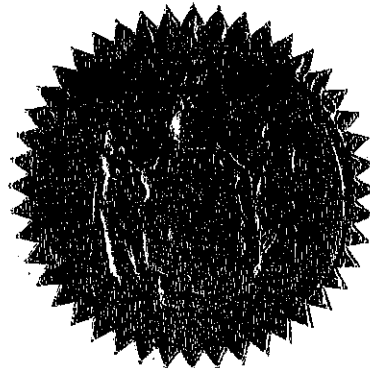
**Community Residence  
with a Certified Capacity of  
Twenty-Five (25) Beds**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032067**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

to operate a: **Clinic Treatment Program**

to be known as: **Wyandanch Clinic**

located at: **240-A Long Island Avenue  
Wyandanch, NY 11798-3123**

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

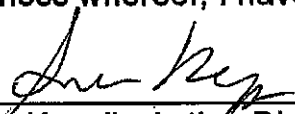
Authorized by this operating certificate:

Hours of Operation: **Monday - Thursday: 08:30 AM-08:00 PM  
Friday: 08:30 AM-04:30 PM**

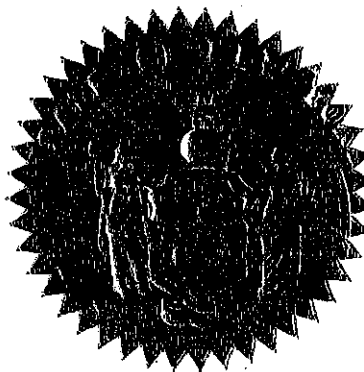
Population Served: **Adolescents, Adults, Children**

Additional/Optional **Health Monitoring, Health Physicals**  
Services:

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032085A**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

to operate a: **Clinic Treatment Program**

to be known as: **Wyandanch Clinic Eastern Satellite**

located at: **456 Waverly Avenue  
Patchogue, NY 11772-1586**

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

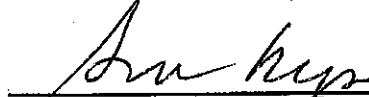
Authorized by this operating certificate:

Hours of Operation: **Wednesday - Thursday: 02:00 PM-07:00 PM**

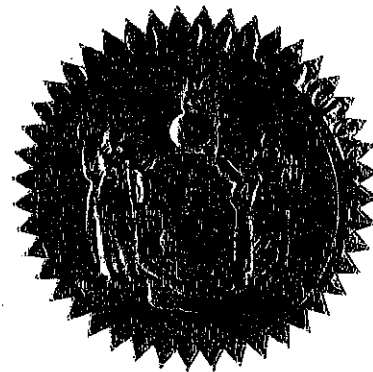
Population Served: **Adults**

Additional/Optional **None**  
Services:

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032085B**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Federation of Organizations Recovery Concepts  
West**

located at: **1375 Akron Street  
Copiague, NY 11726-2931**

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 - Friday: 08:30 AM-05:00 PM**

Population Served: **Adults**

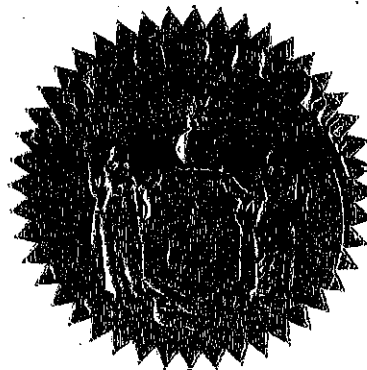
Additional/Optional Services: **Clinical Treatment, Community Rehabilitation  
and Support, Intensive Rehabilitation, Ongoing  
Rehabilitation and Support**

Site Capacity: **One Hundred (100)**

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032089A**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

to operate a: **Assertive Community Treatment (ACT) Program**

to be known as: **Federation of Organizations Queens Forensic  
ACT Team**

located at: **116-06 Myrtle Avenue  
Richmond Hill, NY 11418-1748**

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 - Friday: 09:00 AM-05:00 PM**  
**Other: Additional hours and days as needed;**  
**24-hour on-call**

Population Served: **Adults**

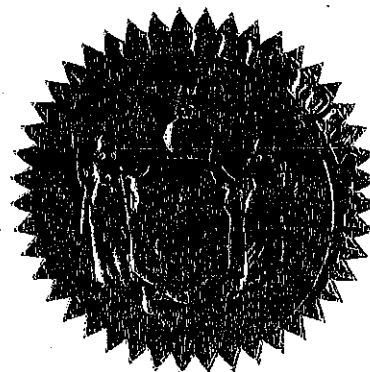
Additional/Optional **None**  
Services:

Site Capacity: **Sixty-Eight (68)**

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032090A**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

to operate a: **Assertive Community Treatment (ACT) Program**

to be known as: **Federation of Organizations ACT East Program**

located at: **3390 Route 112, Building B  
Medford, NY 11763-1442**

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

Authorized by this operating certificate:

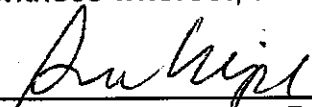
Hours of Operation: **Monday - Friday: 09:00 AM-05:00 PM**  
**Other: Additional hours and days as needed;**  
**24-hour on-call**

Population Served: **Adults**

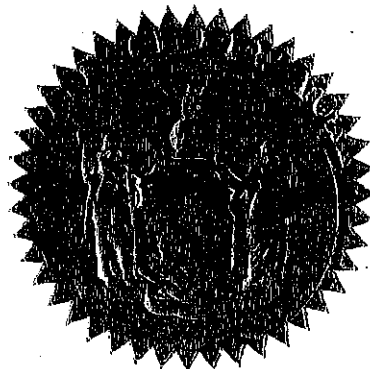
Additional/Optional **None**  
Services:

Site Capacity: **Sixty-Eight (68)**

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032096A**





New York State  
Office of Mental Health

## Operating Certificate Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**  
to operate a: **Residential Program for Adults -  
Apartment/Treatment**  
to be known as: **Federation of Organizations Apartment Program**  
located at: **998 Crooked Hill Road, Pilgrim PC, Building 55  
(Office)  
West Brentwood, NY 11717-1050**

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


Authorized by this operating certificate:

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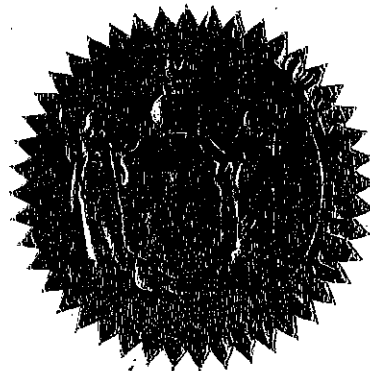
**Community Residence  
with a Certified Capacity of  
Fifteen (15) Beds**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032430**







New York State  
Office of Mental Health

## Operating Certificate Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Frost Pond Residence**

located at: **103 Frost Pond Road  
Glen Cove, NY 11542-4008**

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

Authorized by this operating certificate:

\*\*\*\*\*

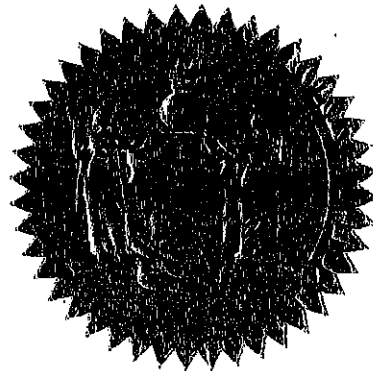
**Community Residence  
with a Certified Capacity of  
Ten (10) Beds**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032431**





New York State  
Office of Mental Health

## Operating Certificate Community Residence Class

I do hereby certify that pursuant to authority conferred by law this operating certificate has been issued on **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

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

to be known as: **Beach Street Residence**

located at: **32 Beach Street  
Massapequa, NY 11758-6801**

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

Authorized by this operating certificate:

\*\*\*\*\*

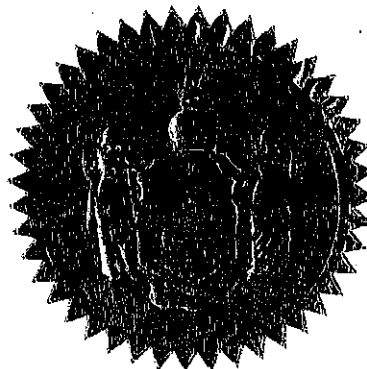
**Community Residence  
with a Certified Capacity of  
Nine (9) Beds**

\*\*\*\*\*

In witness whereof, I have hereunto set my hand on **May 7, 2020**

Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032432**





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 **May 1, 2020**

to: **Federation of Organizations for the New York  
State Mentally Disabled, Inc.**

to operate a: **Assertive Community Treatment (ACT) Program**

to be known as: **Federation of Organizations ACT Program**

located at: **116-06 Myrtle Avenue  
Richmond Hill, NY 11418-1748**

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 - Friday: 09:00 AM-05:00 PM**  
**Other: Additional hours and days as needed;**  
**24-hour on-call**

Population Served: **Adults**

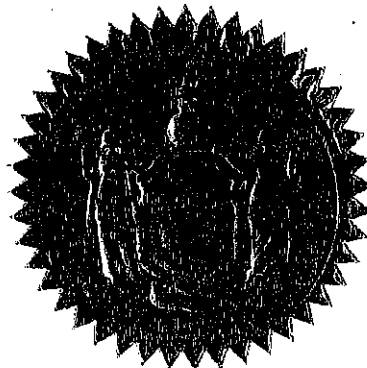
Additional/Optional **None**  
Services:

Site Capacity: **Sixty-Eight (68)**

In witness whereof, I have hereunto set my hand on **May 7, 2020**

  
\_\_\_\_\_  
Susan Knapik, Acting Director  
Bureau of Inspection and Certification

Renewal Date: **April 30, 2023**  
Operating Certificate Number: **8032472A**



## COUNTY OF NASSAU

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

1. Name of the Entity: Federation of Organizations for the New York State Mentally Disabled, Inc.Address: 1 Farmingdale RoadCity: West Babylon State/Province/Territory: NY Zip/Postal Code: 11704Country: US2. Entity's Vendor Identification Number: 23-72379313. Type of Business: Other (specify) Not for Profit Corporation

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):

First Name	Stephen		
Last Name	McCarthy		
MI		Suffix	
Address	114 Mystic Oaks Drive		
City	Bay Shore	State/Province/Territory: NY	Zip/Postal Code: 11706
Country	US		
Position	Chief Financial Officer		

First Name	Greg		
Last Name	Durso		
MI	R	Suffix	
Address	52 Aspen Lane		
City	Stony Brook	State/Province/Territory: NY	Zip/Postal Code: 11790
Country	US		
Position	Secretary-Treasurer		

First Name	Philip		
Last Name	Matcovsky		
MI		Suffix	
Address	308 Abbington Court		
City	Copague	State/Province/Territory: NY	Zip/Postal Code: 11726
Country	US		
Position	Chief Operating Officer		

First Name	Barbara		
Last Name	Faron		
MI		Suffix	
Address	23 Lotowana Lane		
City	Stony Brook	State/Province/Territory: NY	Zip/Postal Code: 11790
Country	US		

Position	Chief Executive Officer		
First Name	Nancy		
Last Name	Schonberg		
MI		Suffix	
Address	42 Steuben Avenue		
City	Tappan	State/Province/Territory:	NY Zip/Postal Code: 11704
Country	US		
Position	President		

First Name	Edward		
Last Name	Varon		
MI		Suffix	
Address	1704 Tower Drive		
City	Edgewater	State/Province/Territory:	NJ Zip/Postal Code: 07020
Country	US		
Position	Vice-President		

First Name	Leonard		
Last Name	Achan		
MI	C	Suffix	
Address	1950 Monroe Avenue		
City	Bellmore	State/Province/Territory:	NY Zip/Postal Code: 11710
Country	US		
Position	Board Member		

First Name	Richard		
Last Name	Turan		
MI		Suffix	
Address	1289 Roosevelt Way		
City	Westbury	State/Province/Territory:	NY Zip/Postal Code: 11590
Country	US		
Position	Board Member		

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.

Company is a not for profit corporation and no individual person or entity has a financial interest in the company

*No shareholders, members, or partners have been attached to this form.*

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

See attached

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):

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

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

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:  
Stephen McCarthy [STEVE.MCCARTHY@FEDOFORG.ORG]

Dated: 10/08/2020 04:52:06 PM

Title: Chief Financial 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.

## 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 and 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 "Department"), and (ii) **Federation of Organization**, a New York State not-for-profit corporation, having its principal office at **1 Farmingdale Road, West Babylon, NY 11704** (the "Contractor").

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

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

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

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

- 1) Term. The term of this Agreement shall commence on **January 1, 2020** and terminate on **December 31, 2024** unless sooner terminated in accordance with the provisions of this Agreement, (each calendar year included in the term of this Agreement, an "Agreement Year"), subject to 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. Amount of Consideration. The maximum amount to be paid to the Contractor as full consideration for the Contractor’s services under this Agreement for the first Agreement Year (the “First Year Maximum Amount”) shall not exceed **One Hundred Ten Thousand dollars (\$110,000.00)** payable as follows:

- (i) One third (1/3) of the First Year Maximum Amount shall be paid in advance upon the final execution of this Agreement and encumbrance of funds (the “Advance”); and
- (ii) Subsequent monthly installments shall be paid by the County on a reimbursement basis for actual expenses incurred and solely in accordance with the budget attached hereto, however, that payments for recipient of CSS funding shall be further limited as set forth in Appendix B.
- (iii) 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 Department’s discretion, including, but not limited to, when and how many claims may be used to recapture the Advance. If amounts claimed are not sufficient to cover the amount of the Advance, the Contractor must submit a check to the County for the difference upon the filing of the Contractor’s CFR as provided below.

The First Year Maximum Amount is subject to possible increase in accordance with (c) below, entitled “COLA Adjustments.”

- b. Funding for Additional Agreement Years. Funding for additional Agreement Years is contingent on availability of funds for this purpose. If funds are made available by the County for additional Agreement Years, and the Nassau County Legislature makes a budgetary appropriation for this purpose, the Department may allocate a portion of the funds for that particular Agreement Year. Such allocation of funding for additional Agreement Years shall be accomplished by written notification from the

Department to the Contractor, and subsequent processing of a contract advisement to add the additional Agreement Year funds. The Department shall notify the Contractor by letter of the availability of funds for additional Agreement Year(s), which notification shall include the maximum amount for the Agreement Year. The availability of additional Agreement Year funds shall be subject to necessary County approvals for the budgetary appropriation for this purpose and the encumbrance of funds. One third (1/3) of the maximum amount specified for each Agreement Year shall be paid in advance upon the encumbrance of funds. Payment to the Contractor of any such funds shall be made in accordance with the terms of this Agreement, including but not limited to all recapture, reconciliation and voucher requirements and additional funding provisions as well as the approved budget for the Agreement Year. In the event that funds are not approved by the County for any given Agreement Year, the County is under no obligation to provide funds for the Agreement for the given period, and the Contractor has no claim under the Agreement for funds that have not been duly authorized by the County.

- c. COLA Adjustments. Funding for each Agreement Year may be subject to a Cost of Living Adjustment ("COLA"). Upon notification by the Department of an increase in funding due to a COLA adjustment, the Department may act upon such COLA adjustment by increasing the budget for the corresponding Agreement Year. Contractor shall be notified of such COLA adjustment, if any, in writing by the Department. The payment of a COLA increase in any Agreement Year is dependent upon the availability and encumbrance of funds, approval by the Department, and the processing of a contract advisement.
- d. 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 Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller"), is accompanied by specific documentation supporting the amount claimed and (ii) review, approval and audit of the Voucher by the Department and/or the Comptroller.
- e. 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.
- f. Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the state or federal government for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agency (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the maximum amount authorized under this Agreement 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.
- g. 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.

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

<u>Funding Source</u>	<u>CODE</u>	<u>2020 (First Year)</u>
Emergency Services C& F	046G	\$110,000
Total:		\$110,000

- i. 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 Department.
- j. 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.
- k. Accounting. Within 120 days following the end of each Agreement Year, unless otherwise extended by the OMH, the Contractor shall file with the Department 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 Department 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 Department, 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.
- l. Reconciliation and No Rollover of Funds. On or before the last day of the third (3<sup>rd</sup>) month following the end of each Agreement Year and the termination of this Agreement, the Contractor shall file with the Department, 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.
- m. 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.

- n. Short Agreement Year. The maximum amount authorized under each Agreement Year 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 rata to reflect that portion of a calendar year during which this Agreement is not effective.
  - o. 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 Department and encumbrance of funds by the Comptroller. Payments to the Contractor of such additional allocation, if any, shall be made on a reimbursement basis for amounts actually expended in accordance with the terms and conditions of this Agreement.
  - p. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the maximum amount authorized under this Agreement throughout the term of this Agreement. The Contractor further acknowledges that there shall be no initial encumbrance under this Agreement. Thereafter, the Department will notify the Contractor of the availability of monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed. Any advances payable under this Agreement are subject to an encumbrance of funds as described herein.
- 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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.
- g. Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:
- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time ( the "Vendor Code of Ethics"), and will comply with all of its provisions;
  - (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees") have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
  - (iii) All Participating Employees have completed the acknowledgement required by the Vendor Code of Ethics;
  - (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
  - (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgements as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgements for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under 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 Department, 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 Department 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 Department 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 Department, 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 Department;

- 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 Department, including the preparation of suitable written agreements reflecting such participation, which agreements shall be subject to the approval of the Department.
- 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 departments of the OMH and OPWDD under Section 5.03 of the Mental Hygiene Law and to the Commissioner of the Department (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's staff member shares a board, fiduciary or professional arrangement, including private group practices, professional corporations or other for-profit entities providing any kind of behavioral health care services, including mental health evaluation and counseling, inpatient and residential care or vocational services.
- 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, Department 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 help 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 Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or



prosecuting the same; provided, however, that the Contractor shall not be responsible for 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 Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or 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 Department. 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 Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take, or omit to take, any action that

would suspend or invalidate any of the required coverage. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverage shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

- 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 Department (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 Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.
- c. Contractor Assistance Upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such records shall at all times be available for audit and inspection by the County Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.
- b. The Contractor 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 Department.
- 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:
    - (i) Provisions of the Single Audit Act Amendments of 1996 (31 USC Chapter 75), as amended.
    - (ii) All material terms and conditions of Block Grant regulations and guidelines.
    - (iii) GAO Standards for Audit of Governmental Organizations, Programs, Activities, and Functions (1988 revisions), as amended.
    - (iv) The provisions of the Department of Management and Budget Circular A-133 (62 FR 35278) for local governments, as amended, and
    - (v) 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 purchases up to \$1,500 as long as the successful quote is in writing. Additionally, 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 is 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 Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions 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 Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or 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.

**Federation of Organization**

By:   
Name: Stephen McCarthy  
Title: Chief Financial Officer  
Date: 11/10/2021

**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~~) Suffolk

On the 10th day of November in the year 20 20 before me personally came Stephen McCarthy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Chief Financial Officer of Federation of Organizations, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

SHELLY A. GODDARD

Notary Public, State of New York

No. 01GO6132793

Qualified in Suffolk County

Commission Expires August 29, 2021

*Shelly A. Goddard.*

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ 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 **Federation of Organization**, (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

FEDERATION OF ORGANIZATION

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

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

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

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

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

Print Name: Barbara Faron

Title: Chief Executive Officer

Date: 11-4-2020

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

APPENDIX A – PROGRAM NARRATIVE 2020  
OUTPATIENT BEHAVIORAL HEALTH SERVICES

Agency Name: **Federation of Organizations for the New York State Mentally Disabled, Inc.**

Agency Address: **1 Farmingdale Road, West Babylon, NY 11704**

Agency Contact Person: **Katrina Hill, Director of Care Coordination**

Telephone: **631-669-5355 Ext 4260**

Program Name: **Home-BEST (Home-Based Empowerment Support Team)**

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

OASAS/OMH/OPWDD Program Code: **2680**

Funding Source Code: **046G**

**1. PROGRAM DESCRIPTION**

A. Program Goals (Provide an overview of the program's purpose):  
**Federation will develop a Home Based Empowerment Support Team (Home-BEST) program designed to meet the needs of families with youth diagnosed with Serious Emotional Disturbance (SED). Home-BEST is an intensive in-home program that will provide families with resources that will meet their needs in the community, preventing residential placement, regardless of insurance status. Federation's team will provide mobile services to collaborate and work with the family within their own unique environment and community. Cultural competence, family empowerment, strength-based perspectives and strengthening the connections between youth, their families and community networks are the cornerstone values of the program. Federation's Home-BEST will have the capacity to serve thirty-six families at a time.**

B. Program Objectives (Describe the type of services provided):  
**Federation's Home –BEST program will focus on reducing the need for residential placement and hospitalization for youth by providing the family with intensive services including education, skills, and supports within their home and community. Objectives of the program will include fostering family stabilization and crisis de-escalation skill building with the participants using trauma-informed care. The family or caregivers will be provided with education and tools to implement effective skills**

within the home such as routine, structure, behavior plans thus making the participating families feel better equipped and prepared to handle situations with their youth. The program will enhance positive interactions among the youth's immediate support system including parents, caregivers, youth, siblings, extended family, etc. The families will be connected to community resources to assist in meeting the family's unique needs. Overall an increase in the enhancement of positive interactions among family members, especially related to the youth's mental health concerns will be a focus. If services are implemented and the family is still in need of residential placement of the youth, the team will continue to provide services and collaborate with the family to enhance their ability to reintegrate the youth back in the home. The objective would be for the family to develop a sense of competence and feel prepared to successfully transition the youth back to the home and community.

C. Target Population(s) Served:

**Home-BEST will be a voluntary program available all Nassau County youth (under 21 years of age) regardless of insurance status. Services will be available to high risk/high need youth diagnosed with Serious Emotional Disturbance (SED) who are at risk of hospitalization or out of home placement.**

## **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 2021:

- \_\_\_\_\_ 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:  
**Reduce the need for residential placement and hospitalization for youth by providing the family with intensive service; foster family stabilization and crisis de-escalation skill building with participants using trauma-informed care**

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

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

D. What percentage of your population has both MH and CD Axis diagnosis?  
**New program, unknown at this time**

E. What percentage of your population is maintained on psychotropic medications?  
**Not Applicable**

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**

<b>A. Program Services</b>	<b>2019 Actual</b>	<b>2020 Projected</b>	<b>2021 Proposed</b>
Average Daily Census	N/A	N/A	36
Average Number of Clients Served per Month			36
Annualized Unduplicated Number of Clients Served			50
Units of Service			180/month
Units of Service (CFR)			180/month
Total Direct Care Service Hours			2160

<b>B. Specialty Count</b>	<b>2019 Actual</b>	<b>2020 Projected</b>	<b>2021 Proposed</b>
Face-to-Face Contact	N/A	N/A	1800
Phone Contact with Client			2000
Face-to-Face Collateral Contact			Varied
Number of Trainings/Forums			100
Average Number of Attendees Training/Forum			9
Other Services (Specify)			

### 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:

**As this is a new, start-up program, we have no outcomes at this time.**

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

**The program can create a Consumer Satisfaction Survey with the assistance of the Compliance/Quality Management Department. The results of the survey can assist the program in not only measuring the clients'/families satisfaction regarding program services, but will also serve as a mechanism for clients/families to report on whether the services they receive have had a positive impact on maintaining the youth in their homes and in reducing psychiatric emergency room visits and hospitalizations. The surveys can be**



disseminated to the youth and their families either by staff in person or via mail (with a self-addressed envelope) and be sent back to the Compliance/Quality Management Department for the Department to enter the responses into a statistical program that will analyze the data. The Department will draft a report that will indicate the results of the surveys and identify any areas in which the program may need to improve the services that they render. The program will share the results of the surveys with the clients/families as well. These surveys will be disseminated to clients/families every January to capture data annually for services delivered in the year prior. This process will begin in January of 2022.

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:

As this is a new, start-up program, we have no outcomes at this time.

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

- For clients that have Medicaid, program staff can utilize PSYCKES to identify any quality flags regarding hospitalizations, hospital readmissions, etc. and access their clients' clinical summaries for the same purposes as indicated above. This can only occur if clients' written consent is received. This is particularly a good resource for clients who are not good historians or who choose not to report incidents to staff.
- The program can follow the Agency's Suicide, Violence and High Risk Policy and Procedures in order to identify clients that are high risk for suicide and/or violence. Clients can be screened at intake and at the time of a critical event, i.e. emergency department visit or inpatient hospitalization. The program can follow the Agency's High Risk Policy and can maintain a High Risk Log and hold quarterly High Risk meetings to discuss all clients that have been identified as high risk to determine appropriate interventions to reduce the chance of residential placements, emergency department visits or inpatient hospitalizations. All High Risk meetings will be documented and staff will document in clients' progress notes whether clients have been added or removed from the High Risk Log.
- Staff can run reports in the program's electronic health record to collect appropriate data regarding client hospitalizations and any other outcomes that staff wishes to measure in which the electronic health record has the capability to collect data on.
- The program staff will be responsible to report any incidents that occur with clients that the regulations dictate (if applicable) or that the Agency identifies as being reportable. These incidents will be discussed in the appropriate Incident Review Committee that meets monthly. In

addition, the Compliance/Quality Management Department will include this program's incidents when completing incident trending quarterly.

- The program can maintain a client Hospitalization Log to monitor clients' hospitalizations and hospital readmissions.
- Clients' Service Plans/Service Plan Reviews will include clients' goals that may include maintaining housing with their families, reducing emergency department visits and inpatient admissions, etc. and will also assist the staff in measuring clients' progress in these areas.
- Program staff can facilitate weekly supervision with their staff and monthly group supervision in which clients can be discussed with regards to the indicators discussed above.

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

**Not Applicable**

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

**Not Applicable**

**5. STAFFING**

POSITION TYPE	FTE 2020 YTD	FTE 2021 BUDGETED
Social Worker	N/A – Start-up	3.0
Program Coordinator		1.0
Family Therapist		
Psychiatrist		
Director		
Office Manager		
Receptionist		
Clerical		
Contract Specialist		
Other (specify)		1.5 – Care Coordinator
Other (specify)		3.0 – Peer Worker

**6. FISCAL SUMMARY**

	2019 Actual	2020 Actual/Annualized	2021 Proposed Budget
<b>Gross Cost</b>	N/A	N/A – Start-up	552,820
Medicaid Revenue			
Medicare Revenue			
Access Revenue			
Sales Revenue			
CSP Revenue			
Other Revenue			
<b>Total Revenue</b>			
<b>Net Cost</b>			552,820
<b>Federal Funding</b>			552,820
<b>State Funding</b>			
<b>County Funding</b>			
<b>Agency Contribution (LA only)</b>			0
<b>Total Deficit Funding</b>			552,820
<b>Surplus (or Deficit)</b>			0

## **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 departments 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.

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**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 Department 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 department 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:

Barbara Faron (Name)  
1 Farmingdale Road/Rte. 109, West Babylon, NY 11704 (Address)  
(631) 669-5355 ext. 1104 (Telephone Number)

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

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

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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.

11-4-2020

Dated

Barbara Faron

Signature of Chief Executive Officer

Barbara Faron

Name of Chief Executive Officer

Sworn to before me this

4 day of November, 2020.

Maritza Rivera

Notary Public

**MARITZA RIVERA**  
Notary Public, State of New York  
No. 01R16079060  
Qualified in Suffolk County  
Commission Expires August 12, 2022



# Nassau County Human Services Universal Budget Form

Return to Face Sheet

**Contractor Name:** Federation of Organizations for the New York State Mentally Disabled, Inc.

**Budget Period Start:** January 1, 2020

**Budget Period End:** December 31, 2024

Select Line To  
Work On Here

## Budget Summary

Line #	Expense type	Total \$
1a	Salary	\$56,617
1b	Fringe	\$16,985
1 Total	Personnel (Salary plus Fringe)	\$73,602
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$500
4	Equipment	\$9,000
5	Supplies	\$3,850
6	Contractual Services	\$2,677
7a	Rent	\$0
7b	Utilities	\$0
8	Department Specific Costs	\$0
9	Other Costs	\$5,200
10	Administrative Overhead	\$15,171
	Gross Expenditures (Lines 1 – 10)	\$110,000
11	Revenue, Income, Matches, Local Tax	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$110,000
	Agency Contribution (OMH & OPWDD Only)	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$110,000

Return to Face Sheet

Administrative Approval of Universal Budget Form:

Department Head Approval

Fiscal Approval

Program Head Approval



Nassau County Human Services  
Universal Budget Form

11/16/2020

**Universal Budget Form  
Nassau County Human Services**

**Line 1 - Personnel**

[Return to Summary Page](#)

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

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

Staff Title/Name	# of Staff	Explanation/Description of Function/Expense	FTE	Salary \$	Fringe \$	Total \$
Registered Nurse	1		1.00	\$72,054	\$14,411	\$86,465
Case Manager/Coordin	1		1.00	\$49,602	\$9,920	\$59,522
Peer Specialist	1		1.00	\$31,328	\$6,266	\$37,594
						\$0
						\$0
						\$0
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						\$0
						\$0
						\$0
						\$0
						\$0
Line 1 Total		n/a	n/a	\$152,984	\$30,597	\$183,581

Notes:

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



**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/08/2020

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 any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Rampart Brokerage Corp.</b> <b>1983 Marcus Avenue, Suite C130</b> <b>Lake Success, NY 11042</b> <b>516 538-7000</b>	<b>CONTACT NAME: Jen Elferis</b> <b>PHONE (A/C, No, Ext): 516.390.3704</b> <b>FAX (A/C, No): 15163903705</b> <b>E-MAIL ADDRESS: JEIferis@Rampartinsurance.com</b> <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A : Philadelphia Indemnity Insurance Co.</b> <b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>
<b>INSURED</b> <b>Federation Of Org. For The NYS Mentally Disabled, Inc.</b> <b>1 Farmingdale Road</b> <b>West Babylon, NY 11704</b>	<b>NAIC #</b> <b>18058</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2150565	06/17/2020	06/17/2021	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 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			PHUB728400	06/17/2020	06/17/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

The County of Nassau is named as an Additional Insured, as required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

**Nassau County -Department 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

*Stanley Spornis*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2021

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).

<b>PRODUCER</b> Haylor, Freyer & Coon, Inc. PO Box 4743 Syracuse NY 13221	<b>CONTACT NAME:</b> Rachel Brand <b>PHONE (A/C. No. Ext):</b> 315-451-1500 <b>E-MAIL ADDRESS:</b> certificates@haylor.com <b>FAX (A/C. No.):</b>
<b>INSURED</b> Federation of Organizations for the NYS Mentally Disabled Inc. 1 Farmingdale Road West Babylon NY 11704	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Security National Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
<b>FEDERATION</b>	<b>NAIC #</b> 19879

**COVERAGES****CERTIFICATE NUMBER:** 741462832**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ \$ \$ \$ \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ \$ \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> Y <input type="checkbox"/> N/A			SWC1326107	1/1/2021	1/1/2022	X PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**NASS. CTY. DEPT. OF HUMAN SVCS  
60 CHARLES LINDBERGH BLVD S200  
UNIONDALE NY 11553-3687

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

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**CERTIFICATE OF  
NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p>1a. Legal Name &amp; Address of Insured (use street address only)</p> <p>Federation of Organizations for the NYS Mentally Disabled Inc. 1 Farmingdale Road West Babylon NY 11704</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>631-669-5355</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>237237931</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>NASS. CTY. DEPT. OF HUMAN SVCS 60 CHARLES LINDBERGH BLVD S200 UNIONDALE NY 11553-3687</p>	<p>3a. Name of Insurance Carrier</p> <p>Security National Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>SWC1326107</p> <p>3c. Policy effective period</p> <p>1/1/2021 to 1/1/2022</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐ YES ☒ NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

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

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

Approved by: James D. Freyer, Jr  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  1/8/2021  
(Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 315-451-1500

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



## **Workers' Compensation Law**

### **Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.**

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