

**E-17-17****Contract Details**

SERVICE Nurses

**RUSH!**NIFS ID #: CLSS16000040NIFS Entry Date: 12/30/16Term: from 01/01/16 to 12/31/16

New <input type="checkbox"/>	Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	
Time Extension <input type="checkbox"/>	
Addl. Funds <input type="checkbox"/>	
Blanket Resolution RES#	

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name Nassau Health Care Corporation	Vendor ID# 113465690
Address 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person John Maher Email <a href="mailto:jmaher@numc.edu">jmaher@numc.edu</a> Phone 516 572-6711 Fax 516 572-5791

County Department
Department Contact Michael Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7452

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	1/4/17	<i>[Signature]</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	1/11/17	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/12/17	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	1/12/17	<i>[Signature]</i>	
1/12/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	1/12/17	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>			



## Contract Summary

<b>Description</b> To provide registered nurses for SSI/SSD
<b>Purpose:</b> The vendor will provide registered nurses to determine eligibility for Supplemental Security Income and/or Social Security Disability. <i>(Amendment to renew contract for a one year period under the terms of the original agreement.)</i>
<b>Method of Procurement:</b> Vendor is designated as Nassau County's "preferred provider" of health care services.
<b>Procurement History:</b> The vendor has been providing these services since 1999.
<b>Description of General Provisions:</b> The vendor will provide up to 15 registered nurses to interview disabled public assistance clients to determine the client's eligibility for Supplemental Security Income and/or Social Security Disability. The nurses will review and interpret physician's orders and evaluate client's degree of needed assistance to determine whether Patient Care Assistants are necessary.
<b>Impact on Funding / Price Analysis:</b> Federal 50% State 25% County 25%
<b>Change in Contract from Prior Procurement:</b> Not Applicable
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	24
Resp:	2400
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 520,689.00
Federal	\$ 1,041,378.00
State	\$ 520,689.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$2,082,756.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	DE500/SSGEN2400	\$2,082,756.00
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$2,082,756.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date
Date	Date	(For Office Use Only)
		<b>E #:</b>

131486

PR5254 (8/04)



# Nassau County Interim Finance Authority

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

1. Vendor: Nassau Health Care Corporation

2. Dollar amount requiring NIFA approval: \$ 2,082,756.00

Amount to be encumbered: \$ 2,082,756.00

This is a      New Contract      Advisement ☒ Amendment

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

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

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

3. Contract Term: 01/01/16 to 12/31/16

Has work or services on this contract commenced? ☒ Yes      No

If yes, please explain: Ongoing Services.

### 4. Funding Source:

☒ General Fund (GEN)      Grant Fund (GRT)  
     Capital Improvement Fund (CAP)  
     Other

Federal % 50  
 State % 25  
 County % 25

Is the cash available for the full amount of the contract? ☒ Yes      No

If not, will it require a future borrowing?      Yes      No

Has the County Legislature approved the borrowing?      Yes      No ☒ N/A

Has NIFA approved the borrowing for this contract?      Yes      No ☒ N/A

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

The vendor will provide registered nurses to determine eligibility for Supplemental Security Income and/or Social Security Disability.

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

Nassau County Attorney as to form      Yes      No      N/A  
 Nassau County Committee and/or Legislature      Yes      No      N/A

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:

CLSS16000029 1,985,938.00

## 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.

Roseanne Allen 1/10/12  
Signature Title Date

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

## 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

\_\_\_\_\_  
Signature Title Date

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

## NIFA

Amount being approved by NIFA: \_\_\_\_\_

\_\_\_\_\_  
Signature Title Date

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

**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.**

George Maragos  
Comptroller



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

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

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

CONTRACTOR NAME: Nassau Health Care Corporation

CONTRACTOR ADDRESS: 2201 Hempstead Turnpike, East Meadow, NY 11554

FEDERAL TAX ID #: 113465690

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

  
Department Head Signature

1-4-17  
Date

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

## **Exhibit A**





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

Yes. A corporate officer made a \$100.- contribution  
to the Friends of Ed Mangano in June 2016.

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.

Dated: 12/23/2016

Vendor: Nassau Health Care Corporation

Signed: [Signature]

Print Name: John P. Maher

Title: Executive VP & CFO

## Exhibit B



Nassau Health Care  
Corporation

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

As stated in the "County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form," Question # 7, NHCC did not utilize lobbyists at any stage of this agreement.

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

Not applicable. None used for this contract.

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

Not applicable. None used for this contract.

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See page 4 for a complete description of lobbying activities.

Not applicable. NO lobbyist used for this contract.

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

Not applicable. No lobbyist used for this contract.

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

Not applicable. No lobbyist was used for  
this contract.

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

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

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

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

Dated:

12/23/2016

Signed:

Print Name:

Title:

  
John P. Maher

Executive VP & CFO

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name VICTOR F. POLITI, MD, FACP, FACEP  
 Date of birth [REDACTED]  
 Home address [REDACTED]  
 City/state/zip [REDACTED]  
 Business address NHCC, 2201 Hempstead Tpk, 19<sup>th</sup> Floor  
 City/state/zip East Meadow NY 11554  
 Telephone (516) 572-0123  
 Other present address(es) \_\_\_\_\_  
 City/state/zip \_\_\_\_\_  
 Telephone \_\_\_\_\_  
 List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)  
 President 2/8/14 Treasurer 1/1/14  
 Chairman of Board 1/1/14 Shareholder 1/1/14  
 Chief Exec. Officer 2/8/14 Secretary 1/1/14  
 Chief Financial Officer 1/1/14 Partner 1/1/14  
 Vice President 1/1/14  
 (Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
 YES \_\_\_ NO X If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO X If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_  
 If Yes, provide details. please see attached supplement

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

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

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



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

Nassau Health Care Corporation ("NHCC")

Principal Questionnaire Form supplement for Victor F. Politi, MD

\*\*\*Nassau Health Care Corporation ("NHCC") is a public benefit corporation created pursuant to Public Authorities Law 3401, *et. seq.*, and as such, has no shareholders/principals.

5) Principal owner or corporate officer of any business or not-for-profit organization other than NHCC:

From July 2013 through March 19, 2015, I was Chairman & President of Nassau Health Care Foundation, Inc., a New York Not-For-Profit Corporation. I resigned my position on March 19, 2015.

Since 2015, I have served as a Member of the Board of Managers and President of Nassau Queens Performing Provider System, LLC ("NQP"), the entity that is implementing the New York State Delivery System Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens.

Since 2013, I have served as the President & CEO of Politi Consulting, Inc..

Since February 2014, I have served as a Director and have chaired the Director's meetings of NHCC, Ltd., organized under the Companies Law of Cayman Islands.

From September 2011 through November 2013, I was the Deputy County Executive for Public Safety for the County of Nassau; and from November 2013 until February 2014, I served as acting Police Commissioner of Nassau County. I resigned that position to take my current position as President & Chief Executive of Nassau Health Care Corporation.

6) Businesses and organizations listed in #5 above that have contracts with governmental entities:

Nassau Health Care Foundation, Inc. (New York Not-For-Profit Corporation) has had a continuous contract with NHCC to provide services to NHCC.

Nassau Queens Performing Provider System, LLC ("NQP") is the entity that is implementing the New York State Delivery System Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens, and has contracts with New York State.

NHCC, Ltd., organized under the Companies Law of Cayman Islands, is the malpractice insurance carrier for NHCC.

**CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Victor F. Politi, MD, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.


Sworn to before me this 23<sup>rd</sup> day of December 2016

Elizabeth A. Faughnan  
Notary Public

ELIZABETH A. FAUGHNAN  
Notary Public, State of New York  
No. 02FA5042572  
Qualified in Nassau County  
Commission Expires April 24, 2019

Nassau Health Care Corporation  
Name of submitting business

Victor F. Politi, MD  
Print name

  
Signature

President & CEO  
Title

12 / 23 / 2016  
Date

# PRINCIPAL QUESTIONNAIRE FORM

"Website ready"  
Nassau Health Care Corporation

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

- Principal Name MICHAEL B. MIROTZNIK, ESQ.  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address Mirotnik & Associates, LLC, 2115 Hempstead Tpke  
City/state/zip East Meadow, NY 11554  
Telephone (516) 794-8827  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

- Positions held in submitting business and starting date of each (check all applicable)  
President   /  /   Treasurer   /  /    
Chairman of Board 04/3/2014 Shareholder   /  /    
Chief Exec. Officer   /  /   Secretary   /  /    
Chief Financial Officer   /  /   Partner   /  /    
Vice President   /  /    
(Other) \_\_\_\_\_

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

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

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

From April 2014 through December 17, 2014, I was Chairman of the Board of Nassau Health Care Foundation, Inc., a NY not-for-profit corporation

For the past three years, I have been the Managing Member of Mirotnik & Associates, LLC, a NY limited liability corporation

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

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

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

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

# **CERTIFICATION**

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, MICHAEL MIROTZNIK, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 13 day of December 2016

Notary Public

ELVIN R POLANCO  
NOTARY PUBLIC, STATE OF NEW YORK  
Registration No. 01P06271940  
Qualified in Nassau County  
Commission Expires November 13, ~~2016~~

2020

Nassau Health Care Corporation

Name of submitting business

MICHAEL B. MIROTZNIK

Print name

Signature

Chairman of the Board

Title

Date

12, 13 / 16

PRINCIPAL QUESTIONNAIRE FORM

"Website Ready"  
Nassau Health Care  
Corporation

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 John P. Maher, MPH  
Date of birth [REDACTED]  
Home address [REDACTED]  
City/state/zip [REDACTED]  
Business address NHCC, 2201 Hempstead Tpke, 19th Floor  
City/state/zip East Meadow, NY 11554  
Telephone (516) 572-6711  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

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

President \_\_\_/\_\_\_/\_\_\_ Treasurer \_\_\_/\_\_\_/\_\_\_  
Chairman of Board \_\_\_/\_\_\_/\_\_\_ Shareholder \_\_\_/\_\_\_/\_\_\_  
Chief Exec. Officer \_\_\_/\_\_\_/\_\_\_ Secretary \_\_\_/\_\_\_/\_\_\_  
Chief Financial Officer 1/1/2012 Partner \_\_\_/\_\_\_/\_\_\_  
Vice President 1/1/2012 \_\_\_/\_\_\_/\_\_\_  
(Other) \_\_\_\_\_

3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_ NO X If Yes, provide details.  
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_ NO X If Yes, provide details.  
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES X NO \_\_\_;  
If Yes, provide details.

Please see attached Supplement.



6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES X NO \_\_\_\_  
If Yes, provide details. *please see attached supplement*

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

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

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

## Nassau Health Care Corporation ("NHCC")

### Principal Questionnaire Form supplement for John P. Maher, MPH

\*\*\*Nassau Health Care Corporation ("NHCC") is a public benefit corporation created pursuant to Public Authorities Law 3401, *et. seq.*, and as such, has no shareholders/principals.

5) Principal owner or corporate officer of any business or not-for-profit organization other than NHCC in the past 3 years:

From January 2012 through March 19, 2015, I was Treasurer of Nassau Health Care Foundation, Inc., a New York Not-For-Profit Corporation. I resigned my position on March 19, 2015.

Since 2015, I have served as a Member of the Board of Managers of Nassau Queens Performing Provider System, LLC ("NQP"), the entity that is implementing the New York State Delivery System Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens.

Since June 2012, I have served as a Director of NHCC, Ltd., organized under the Companies Law of Cayman Islands.

6) Businesses and organizations listed in #5 above that have contracts with governmental entities:

Nassau Health Care Foundation, Inc. (New York Not-For-Profit Corporation) has had a continuous contract with NHCC to provide services to NHCC.

Nassau Queens Performing Provider System, LLC ("NQP") is the entity that is implementing the New York State Delivery System Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens, and has contracts with New York State.

NHCC, Ltd., organized under the Companies Law of Cayman Islands, is the malpractice insurance carrier for NHCC.

**CERTIFICATION**

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I, John P. Maher, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23<sup>rd</sup> day of December 2016

Elizabeth A. Faughnan  
Notary Public

ELIZABETH A. FAUGHNAN  
Notary Public, State of New York  
No. 02FA5042572  
Qualified in Nassau County  
Commission Expires April 24, 2019

Nassau Health Care Corporation

Name of submitting business

John P. Maher  
Print name

[Signature]  
Signature

Executive VP & CFO

Title

12 / 23 / 2016  
Date

"Website Ready"

Business History Form

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

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

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

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

Date: 12/23/2016

1) Proposer's Legal Name: Nassau Health Care Corporation

2) Address of Place of Business: 2201 Hempstead Tpke, East Meadow, NY 11554

List all other business addresses used within last five years:

3) Mailing Address (if different): —

Phone: (516) 572-6062

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 01-112-5825

5) Federal I.D. Number: 11-3465690

6) The proposer is a (check one): — Sole Proprietorship — Partnership — Corporation Other (Describe) NYS Public Benefit Corporation created pursuant to NYS Public Authorities Law § 3401, et. seq.

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

Yes — No X If Yes, please provide details: —

8) Does this business control one or more other businesses? Yes X No — If Yes, please provide details: Nassau Health Care Corporation ("NHCC") operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and co-operates several community health centers

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X No      If Yes, provide details. NHCC has several clinical and educational affiliations

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes      No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).     

11) Has the proposer, during the past seven years, been declared bankrupt? Yes      No X If Yes, state date, court jurisdiction, amount of liabilities and amount of assets     

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes X No      If Yes, provide details for each such investigation. On Sept. 17, 2015, former Executive VP for Operations Larry Slatky was acquitted of 2 misdemeanor charges of official misconduct regarding a 2010 sealed bid.

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 X No      If Yes, provide details for each such investigation. NHCC has been the subject of various investigations in the past 5 years by various agencies. Those matters are confidential - Please see attached Summary.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending? Yes      No X If Yes, provide details for each such charge. To the best of my knowledge, No.

b) Any misdemeanor charge pending? Yes      No X If Yes, provide details for each such charge. To the best of my knowledge, No.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes      No X

If Yes, provide details for each such conviction \_\_\_\_\_

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?  
Yes \_\_\_\_ No X If Yes, provide details for each such conviction. \_\_\_\_\_

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes \_\_\_\_ No X If Yes, provide details for each such occurrence. \_\_\_\_\_

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? Yes \_\_\_\_ No X; If Yes, provide details for each such instance. To the best of my knowledge, No.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No X If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

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

17) Conflict of Interest:

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

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

To the best of my knowledge, 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.

To the best of my knowledge, 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.

To the best of my knowledge, 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.

All NHCC employees are subject to and must comply with the NHCC Conflict of Interest policy (Policy # LD-315), a copy of which is attached.

Please note that as a NYS Public Benefit Corporation, all NHCC employees are public employees subject to the NYS Public Officers Law, including (but not limited to), the Code of Ethics in § 74.

(a)  
Note: NHCC is a public benefit Corporation with over 3,000 employees.

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

Should the proposer be other than an individual, the Proposal **MUST** include:

- i) Date of formation;
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable);
  - v) The number of employees in the firm; See Attachment A
  - vi) Annual revenue of firm;
  - vii) Summary of relevant accomplishments
  - viii) Copies of all state and local licenses and permits.
- B. Indicate number of years in business.
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Long Island FOHC, Inc.

Contact Person David Nemiroff, LESW, Executive Director

Address 380 Nassau Road

City/State Roosevelt, NY 11575

Telephone (516) 296-3742

Fax # (516) 546-4154

E-Mail Address [REDACTED]



Company Northwell Health

Contact Person Jeffrey Kraut

Address 200 Great Neck Road

City/State Great Neck, NY 11021

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

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Company Catholic Health Systems

Contact Person Terence O'Brien

Address 992 North Village Avenue

City/State Rockville Centre, NY 11570

Telephone [REDACTED]

Fax # [REDACTED]

E-Mail Address [REDACTED]

## **Nassau Health Care Corporation**

### **Question # 13 - Summary Information**

#### **As of December 2016**

NHCC has been the subject of various investigations in the past 5 years. NHCC is a public benefit corporation, and as such it has no owners. In October 2014, former Executive VP for Operations Larry Slatky was indicted on two misdemeanor charges of official misconduct with respect to a laundry contract resulting from a 2010 Sealed Bid. As stated in Question #12, on September 17, 2015 Mr. Slatky was subsequently acquitted of both misdemeanor charges.

As the owner and operator of the only public hospital and skilled nursing facility in Nassau County, as well as co-operator of several community health centers, NHCC serves a diverse clientele. As like many other health facilities, routine patient complaints may result in an investigation by agencies including, but not limited to, NYS Office of Mental Health, the NYS Attorney General, the NY Justice Center.

In the past five years, NHCC has had 35 such investigations, of which 19 claims were found to be unsubstantiated, and 14 are still pending. As a result of two claims, NHCC instituted corrective action plans, which were accepted by the agencies involved and implemented.

**NASSAU HEALTH CARE CORPORATION  
EAST MEADOW, NEW YORK 11554**

**SECTION: LEADERSHIP POLICY/PROCEDURE**

<b>TITLE:</b> <b>CONFLICT OF INTEREST; FINANCIAL DISCLOSURE STATEMENT, CONFLICTS DISCLOSURE STATEMENT, HONORARIA, &amp; OUTSIDE ACTIVITIES REPORT</b>
<b>Approved:</b> <b>Quality and Policy Advisory Council (QPAC)</b>
<b>Cross References:</b> <b>Corporate Compliance Program LD-227; Public Officers Law § 73-A; Public Officers Law § 74; 19 NYCRR § 931.4; 19 NYCRR § 933.4; 19 NYCRR § 931</b>

**1.0 POLICY**

- 1.1 The purpose of this Policy is to review Conflict of Interest and related ethical issues and to outline the procedures and documentation required for Financial Disclosure Statements, Conflicts Disclosure Statements, Honoraria, Outside Activities, and Educational Activities in order to ensure that all of NHCC/NHCC's business activities and entities either controlled or owned by NHCC are conducted conflict free. Except as otherwise provide herein, all capitalized terms shall have the meanings ascribed to them in Section 4.0 of this Policy.

**2.0 PROCEDURE**

- 2.1 Responsible Persons of the NHCC System have a primary obligation to serve the purposes to which NHCC is dedicated. As part of this obligation, each Responsible Person has a duty to conduct the affairs of NHCC in a manner that promotes the best interests of the organization. When personal interests or activities within or outside of NHCC influence or appear to influence a Responsible Person's ability to objectively serve the best interests of NHCC a conflict of interest exists.
- 2.2 NHCC recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of NHCC as "standard practice," that is by no means a sufficient reason to assume that such practice is acceptable at NHCC. As a teaching organization, NHCC staff not only provide training, but also serve as models of professional conduct for students and trainees. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. This policy is designed to help all Responsible Persons recognize, disclose and resolve situations in which a personal interest or activity may result in a conflict with their responsibilities to NHCC.
- 2.3 Public Officers Law § 74 sets forth a Code of Ethics which prohibits officers and employees of the State from any interest, financial or otherwise, direct or indirect, in any business, transaction or professional activity or from incurring any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the public interest. Areas where this may occur include: 1) other employment that may impair

independence of judgment; 2) accepting other employment requiring confidential information gained in your official capacity to be improperly disclosed; 3) using such confidential information to further personal interests; 4) use of one's government position to secure unwarranted privileges or exceptions for oneself or others, including but not limited to, the misappropriation to oneself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes; 5) personal business interests that may conflict with state duties; 6) making decisions on business matters where one has a personal financial interest in the enterprise; 7) providing goods or services to entities regulated by this agency; 8) conducting oneself in such a way that gives a reasonable basis for the impression that any person can improperly influence or unduly enjoy favor in the performance of the officer or employee's official duties, or that one is affected by the kinship, rank, position or influence of any party or person; and 9) acting in such a way that raises suspicion among the public that one is likely to be engaged in acts that are in violation of the public's trust. Responsible Persons engaged in Research activities are also required to design, conduct, and report such Research free from bias or potential bias resulting from a conflict of interest.

### 3.0 DISCLOSURE LEVELS

This policy provides for seven (7) levels of disclosure and review with respect to potential conflict of interest situations: Financial Disclosure, Conflicts Disclosure, Honoraria, Outside Activities, Educational Activities, Research, and participation on NHCC's Institutional Review Board (the "IRB").

3.1 **Annual Financial Disclosure Statement and Reporting of Interim Changes.** NYS Public Officers Law Section § 73-a requires the filing of an Annual Statement of Financial Disclosure with the New York State Joint Commission on Public Ethics (JCOPE). A state officer or employee is required to file under Section 73-A if he/she serves in a job title with an annual salary rate in excess of the job rate of SG24 (\$91,821, as of 2014), is designated a policymaker by NHCC, or is an official required by statute to file. The salary rate is the rate as of April 1<sup>st</sup> in the year the statement is due. The salary rate and the financial disclosure form are available on JCOPE's website, <http://www.jcope.ny.gov/>. If you have any questions about your status as a designated filer, you should contact the Human Resources Department.

3.2 **Conflict Disclosure Statement.** On an annual basis Board members, members of management, medical staff members, Responsible Persons engaged in Research, and any individuals either employed by or who serve a key role in decision-making and are in a position of influence and decision-making within NHCC and designated as policy makers are required to disclose information concerning any (a) directorship, trusteeship, partnership or executive position in outside organizations; (b) ownership interests exceeding 5% in outside partnerships or corporations; (c) attest that no interests present a conflict of interest with employment or Research at NHCC; (d) detail current receipt of income royalties, etc., and declaration of outside income in excess of \$1,000; and (e) notify of any specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, Contracts, Research, etc., in which the Responsible Person or Family has a Material Interest. The duty to notify in writing on an updated disclosure form is a continuing one as the potential conflict presents itself.

- 3.3 **Honoraria.** An Honorarium is a payment offered in exchange for a professional service or activity such as a speech, writing an article, or serving on a panel and a seminar or conference that is not part of the State employee or officer's duties. An honorarium includes expenses incurred for travel, lodging, and meals related to the service performed.
- 3.3.1 For a State officer or employee, the approving authority is the Head of the State Agency or Appointing Authority. For statewide elected officials and State Agency heads the approving authority is JCOPE. Written requests should be made to the approving authority prior to performing the requested service or activity. Forms are available on JCOPE's website noted above. NHCC forms are annexed hereto as well. For all other Responsible Persons, the approving authority is the Ethics Officer.
- 3.3.2 In order for honoraria to be approved, the Responsible Person cannot use State resources to prepare or perform such service or activity; they must perform the service or activity during non-official personal time; they cannot accept honoraria from an Interested Source; the honoraria is not be used to conceal a payment from an Interested Source; and performing the service for which the honoraria is offered and accepted must not violate Public Officers Law § 74 or other State or Federal laws. The funds received must be reported on the filer's financial disclosure report for each source over \$1,000.
- 3.4 **Outside Activities.** Every Responsible Person employed by NHCC is expected to devote their primary professional loyalty, time, and energy to, as applicable, teaching, research, patient care, and service on behalf of or to NHCC. Employees are prohibited from participating financially or engaging in any Outside Activities or other business undertaking that interferes with or is in conflict with the proper and effective discharge of their duties on behalf of NHCC. Outside activities include, but are not limited to, service for or on behalf of state or national commissions, government agencies and boards, committees or advisory groups to other hospitals, health care organizations, and not-for-profit or for-profit organizations. Such activities require notification to the appropriate Chairperson or Senior Vice President or Executive Vice President and must be disclosed on the Conflicts Disclosure Statement and Outside Activity Report and forwarded to Human Resources and the Ethic Officer. Outside Activity Forms are of two kinds, NHCC Outside Activity Report and the JCOPE Outside Activity Report:
- 3.4.1 **NHCC approval of Outside Activities between \$1,000 and \$5,000.** Those Responsible Persons designated as holding a "policy-making position" pursuant to Section 6.6 of this Policy must complete Outside Activities Reports prior to undertaking any outside activities from which they would earn more than \$1,000 but less than \$5,000 annually before engaging in outside activities, and await NHCC approval before proceeding with the activity.
- 3.4.2 **JCOPE Approval.** Those Responsible Persons designated as holding a "policy-making position" pursuant to Section 6.6 of this Policy who contemplate outside activities whereby they will: (1) earn more than \$5,000 annually, or (2) hold elected or appointed public office must additionally submit their request for approval to JCOPE after it is approved by NHCC. 19 NYCRR § 932.5(a).

- 3.4.3 **Service as a Director or Officer of a Not-for-Profit Entity.** Those Responsible Persons designated as holding a "policy-making position" pursuant to Section 6.6 of this Policy who serves as a director or officer of a not-for-profit corporation and receives \$999 or less per year must notify NHCC of the position prior to commencing service, but do not need such service approved by NHCC or JCOPE before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives between \$1,000 and \$5,000 per year must have such service approved by NHCC before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives more than \$5,000 per year must have such service approved by NHCC and JCOPE before proceeding with the activity. No policy maker or member or director of NHCC may serve as an officer of any political party or political organization, member of a national committee of a political party or political party committee.
- 3.4.4 **Responsible Persons engaged in Research.** Responsible Persons engaged in Research but not otherwise covered by this Section (e.g. do not hold a "policy making position") must complete Outside Activities Reports and must have such activities approved by NHCC prior to undertaking any outside activities.
- 3.4.5 NHCC will grant or deny an Outside Activity based on its interpretation of whether the proposed Outside Activity is in accordance with applicable law and such other factors NHCC deems appropriate. Once NHCC approves an Outside Activity, such approval shall remain effective unless and until there is a material change in the policy maker's responsibilities or in the Outside Activity, at which point the policy maker must submit a new request for approval. An individual who has received approval for an Outside Activity must annually notify NHCC in writing if the individual is still engaged in the Outside Activity.
- 3.4.6 In no event shall a Responsible Person be permitted to receive or enter into any agreement (express or implied) for compensation for the appearance or rendition of services on behalf of themselves or others before NHCC or against NHCC's interest.
- 3.5 **Support for Educational Activities, Including Meals and Travel.** Any payment or reimbursement for the cost of attendance, registration, travel, food, or lodging related to a Responsible Person's attendance or service at a meeting, conference, seminar, convention, or professional program that is part of the Responsible Person's official duties and benefits NHCC must be approved by NHCC in writing before the Responsible Person may engage in such activities. In order for an activity to be approved, the payment or reimbursement can only cover the period of time reasonably required to attend or serve in the activity, the payment or reimbursement is consistent with all laws and NHCC policies, and the payment or reimbursement is not more than the rate at which NHCC would pay or reimburse the Responsible Person under its travel policy.
- 3.5.1 If any payments or reimbursements are paid by an Interested Source, all of the following criteria must be met before NHCC can approve the activity: (1) it is not reasonable, under the circumstances, to infer that the payment or reimbursement is intended to influence the Covered Person in the performance of his or her official duties; (2) the payment or reimbursement could not, under the circumstances, reasonably be expected to influence the Covered Person in the

performance of his or her official duties; and (3) the payment or reimbursement is not, under the circumstances, intended as a reward for any official action on the Responsible Person's part.

3.5.2 Any approval by NHCC shall be provided to the requesting Responsible Person in writing and shall contain the following information: (1) the name of the Responsible Person to whom, or on behalf of whom, the payment or reimbursement is offered; (2) identity of the offeror and nature of the offeror's business; (3) a detailed description of the activity, including date and location; (4) the amount of the payment or reimbursement and, where applicable, an itemization of costs for the attendance, registration, travel, lodging, and meals, and the amount of a service payment, if any; and (5) a statement that NHCC has approved the payment or reimbursement, if any, in accordance with the conditions set forth in section 19 NYCRR § 931.4 and this Policy. Any Responsible Person who is required to file a financial disclosure statement shall report any payment or reimbursement in excess of \$1,000 (including multiple payments made by a single offeror that together exceed \$1,000) in his or her financial disclosure for the applicable year.

3.6 **Research.** In addition to any requirements, policies, and procedures of the Office of Research and Sponsored Programs, any Responsible Person who wishes to engage in Research activities must submit a current Conflicts Disclosure Statement to the IRB before beginning such Research. If the IRB determines that the individual's interest may be a Conflict of Interest, the IRB shall forward the Conflict Disclosure Statement to the Chief Compliance, Privacy and Ethics Officer. Such individuals cannot be involved in Research until the conflict is mitigated and/or resolved. until the Chief Compliance, Privacy and Ethics Officer confirms in writing to the requesting Responsible Person, the Office of Research and Sponsored Programs, and the IRB either: 1) no actual or potential Conflict of Interest exists; or 2) any actual or potential Conflicts of Interest have been adequately evaluated and managed pursuant to this Policy.

3.7 **Institutional Review Board.** In addition to any requirements, policies, and procedures governing the IRB, any person who wishes to serve on the IRB must have his or her participation approved by the Chief Compliance, Privacy and Ethics Officer before he or she may begin serving on the IRB. Any approval by the Chief Compliance, Privacy and Ethics Officer shall be provided in writing to the requesting person and the IRB, and shall confirm that no actual or potential Conflict of Interest exists. The IRB may not have a member participate in the IRB's initial or continuing review of any project in which the member has a Conflict of Interest, except to provide information requested by the IRB.

#### 4.0 DEFINITIONS

4.1 **Business Associate** includes any person, trust, corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the Responsible Person or any member of their Family (a) is a director, officer, employee, member, partner or trustee; or (b) has a significant financial or any other interest which enables the Responsible Person to exercise control or significantly influence policy of the associate.

- 4.2 **Compensation** includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 4.3 **Conflict of Interest** exists, for purposes of this Policy, whenever any business or personal interest or activities within or outside of NHCC influence or may appear to influence a Responsible Person's ability to promote objectively the best interests of NHCC in ways that could lead or appear to lead to the personal gain or advantage of the Responsible Person, their Family, or Business Associates. A Responsible Person may have a conflict of interest when the Responsible Person, their Family or a Business Associate either (a) has an existing or potential Financial or other Material Interest which could influence or might appear to influence the Responsible Person's independent judgment in the discharge of responsibilities to NHCC; (b) may receive a financial or other material benefit from knowledge of information confidential to NHCC or from a transaction involving NHCC; or (c) has a Financial Interest that could affect the design, conduct, or reporting of Research.
- 4.4 **Contract** is any agreement or relationship involving the sale, lease or purchase of goods, services, real estate or rights of any kind, the providing or receipt of a loan or grant or the establishment of any other type of pecuniary relationship. For purposes of this Policy, a NHCC employment contract is excluded.
- 4.5 **Interested Source** is any person or entity who, on his or her own behalf, or on behalf of an entity, satisfies any one of the following:
  - 4.5.1 is regulated by, negotiates with, appears before in other than a ministerial matter, seeks to contract with or has contracts with, or does other business with: (i) a Responsible Person in his or her official capacity; (ii) NHCC or other agency with which a Responsible Person is affiliated; or (iii) any other state agency when the Responsible Person's agency is to receive the benefits of the Contract; or
  - 4.5.2 is required to be listed on a statement of registration pursuant to section 1-e(a)(1) of article 1-A of the Legislative Law and lobbies or attempts to influence actions, decisions, or policies of NHCC; or
  - 4.5.3 is the spouse or unemancipated child of an Interested Source; or
  - 4.5.4 is involved in any action or proceeding, in which administrative and judicial remedies thereto have not been exhausted, and which is adverse to either: (i) the Responsible Person in his or her official capacity; or (ii) NHCC; or
  - 4.5.5 has received or applied for funds from NHCC at any time during the previous 12 months up to and including the proposed or actual receipt of an honorarium, item or service of more than Nominal Value, or payment or reimbursement.
  - 4.5.6 Interested Sources includes not only those persons and business entities with which NHCC is doing business, but also those persons and business entities interested in doing business with NHCC, or have a history of doing business with NHCC in the recent past.



- 4.6 **Family** includes the Responsible Person's spouse, parents, children, siblings, or equivalent by marriage, or other individuals residing in the same household with the Responsible Person.
- 4.7 **Financial Interest**
  - 4.7.1 A person has a financial interest if the person has, directly or indirectly, through business, investment, or Family:
    - 4.7.1.1 An ownership or investment interest in any entity with which NHCC has a transaction or arrangement, or
    - 4.7.1.2 A compensation arrangement with NHCC or with any entity or individual with which NHCC has a transaction or arrangement, or
    - 4.7.1.3 A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NHCC is negotiating a transaction or arrangement, or
    - 4.7.1.4 A compensation arrangement (including but not limited to consulting fees, honoraria, paid authorship, salaries, and equity interests such as stocks or stock options) with any entity that exceeds \$5,000 over a twelve-month period regardless of whether that entity has a transaction or arrangement with NHCC.
  - 4.7.2 An employee has a financial interest if the person is using his/her position as an employee to further his/her financial interests, directly or indirectly.
- 4.8 **Gift** shall mean anything of more than Nominal Value in any form including, but not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, having a monetary value, including multiple items of Nominal Value that, together, have more than a Nominal Value. This definition shall not include the exclusions listed in 19 NYCRR § 933.4 (i.e. anything for which a Responsible Person has paid fair market value, food or beverages valued at fifteen dollars or less per occasion, awards, plaques, gifts from friends or family members when it could be reasonably inferred that the gift was primarily motivated by the family or personal relationship, etc.).
- 4.9 **Material Interest** exists when a Responsible Person or a Responsible Person's Family has (a) a Financial Interest; and/or (b) is a director, officer or senior executive in the entity, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family's judgment with respect to a Contract to which the entity is a party.
- 4.10 **Nominal Value** is considered such a small or trifling amount that acceptance of an item of Nominal Value could not be reasonably interpreted or construed as attempting to influence a State employee or Public Officer. Although never explicitly defined in Public Officers Law, JCOPE generally deems an item or service with a fair market value of fifteen dollars or less as having a Nominal Value.

- 4.11 **NHCC System** refers to the Nassau University Medical Center, the A. Holly Patterson Extended Care Facility, the Family Health Centers, the Nassau Health Care Foundation, the Long Island Medical Foundation and any other entity or facility owned or controlled by Nassau Health Care Corporation.
- 4.12 **Research** means a systematic investigation, study or experiment designed to develop or contribute to general knowledge relating broadly to public health, including medical, behavioral and social-sciences research. The term encompasses basic and applied research (e.g., a published article, book or book chapter) and product development (e.g., a diagnostic test or drug).
- 4.13 **Responsible Person** refers to Board members, officers, administrative staff members, medical staff, faculty, full-time or part-time employees (as identified by the Vice President, Human Resources) and volunteers (as identified by the Director of Volunteer Services) of the NHCC System. Specifically included are any individuals either employed by or who serve a key role in decision-making who are in a position of influence and decision-making within NHCC.

## 5.0 CERTAIN RELATIONSHIPS AND TRANSACTIONS THAT RAISE DISCLOSURE QUESTIONS

- 5.1 **Service as Board Member, Officer or Employee of a Competing Healthcare Institution.** Responsible Persons should not accept any position as a director, officer or employee of, or paid consultant to, any healthcare system or institution that is in substantial competition with NHCC. The determination of this is made by NHCC's Chief Compliance, Privacy and Ethics Officer with the advice of the Chief Executive Officer, its Legal Audit and Governance Committee, Executive Committee or Board of Directors as warranted. For purposes of this policy, a member of the medical staff who provides professional services not otherwise prohibited by their employment contract or other NHCC policies is not in competition with NHCC. In addition, Responsible Persons, or an entity in which a Responsible Person or Family has a Material Interest, should not solicit employees of NHCC for a competing purpose.
- 5.2 **Potential conflicts of interest** are situations that might not allow for impartial or objective determinations and may give rise to a Conflict of Interest. These situations include, but are not limited to, any relationship with products, services, devices, or companies that develop, manufacture or market such products. For example, (a) a Responsible Person or Family member has a Material Interest in an entity that proposes to enter into a Contract with NHCC; (b) a Responsible Person with authority for making or recommending purchases of goods or services on behalf of NHCC recommends a vendor in which the Responsible Person or Family has a Material Interest; (c) a Responsible Person with authority for selecting or recommending contractors on behalf of NHCC recommends a contractor with whom the Responsible Person or Family has a Material Interest; (d) a Responsible Person proposes that NHCC hire or contract with the Responsible Person's Family for a position or activity that is within the supervision or control of the Responsible Person; or (e) a Responsible Person or Family's Material Interest in a matter relating to Research gives the appearance of conflict in a Responsible Person's design, conducting, and/or reporting of such Research. A Responsible Person with a potential conflict of interest should take all steps necessary to avoid the appearance of any impropriety.

- 5.3 **No Responsible Person** shall participate in the selection, award, or administration of a Contract with any party or entity in which the Responsible Person or the Responsible Person's Family member has a Material Interest. In the case of a Board member who has a Material Interest with respect to any transaction that comes before the Board of Directors or a Committee on which the Director is a member, the Director will excuse himself/herself from participation in the discussion and vote on the transaction. Any Responsible Person with a Material Interest must also refrain from entering into any discussions with respect to such matter and sharing any information generated by NHCC with the other party or entity.
- 5.4 **Gifts and Entertainment ("Gifts").** No Responsible Person may solicit, receive, or accept a Gift from an Interested Source unless all of the following criteria are met: (1) it is not reasonable to infer that the Gift was intended to influence the Responsible Person; (2) the Gift could not reasonably be expected to influence the Responsible Person in the performance of his or her official duties; and (3) it is not reasonable to infer that the Gift was intended as a reward for any official action on the Responsible Person's part.
- 5.4.1 No Responsible Person may solicit, receive, or accept a Gift from persons or entities that are not Interested Sources if: (1) it could reasonably be inferred that the Gift was offered or given with the intent to influence the Responsible Person; (2) the Gift could reasonably be expected to influence the Responsible Person in the performance of his or her official duties; or (3) it could reasonably be inferred that the Gift was offered or given with the intent to reward the Responsible Person for any official action on his or her part.
- 5.4.2 A Responsible Person may not direct an impermissible Gift to any third party, including a charitable organization or a Family member.
- 5.5 **Continuing Medical Education ("CME").** The purpose of CME presentations—and all associated materials—should be educational rather than marketing or promotional. Therefore, content must be independent of commercial influence prior to presentation by or for NHCC faculty/staff, trainees or students. Accordingly, Department Chairpersons and/or Office of Academic Affairs, as appropriate, must review the content of NHCC-sponsored CME presentations. For presentations by speakers with an acknowledged potential conflict of interest, content review by another faculty member is required. Regardless of location or sponsor, faculty is responsible for the content of presentations and materials at all times.
- 5.6 **Non-CME Presentations.** All presentations must be of one's own materials, not those created or supplied by drug or device companies or their agents. Presentations should be for the purpose of education and not for marketing or promotion.
- 5.7 **Speakers' Bureaus.** Membership in a Speakers' Bureau is defined as an arrangement that involves approval by a sponsoring commercial entity or its agent to give a presentation concerning the entity's products or services. Due to concerns that marketing imperatives may at times conflict with intellectual independence, NHCC staff are discouraged from being members of a Speaker's Bureau for commercial entities or their agents. Should NHCC staff engage in these activities, the content and format of their presentations and any payments or reimbursements related thereto are subject to the provisions of Section 3.5 of this Policy and 19 NYCRR § 931.

- 5.8 **Ghost Writing.** NHCC staff, trainees and students are prohibited from authoring or co-authoring articles written by employees of commercial entities. If commercial employees are co-authors, they should be acknowledged as such. Any articles or other materials written in conjunction with commercial entities must include full disclosure of the role of each author, as well as other contributions or participation by such commercial entities. NHCC authors who collaborate with commercial entities must maintain editorial independence at all times.
- 5.9 **Inventions.** Patents, royalty agreements, licensing, and any receipt of income related thereto must be disclosed as applicable on NHCC's Conflicts Disclosure Statement and in accordance with NHCC and federal intellectual property policies. For decisions where specific expertise of NHCC staff could be critical, such ties may require oversight rather than removal from the decision-making process, meeting applicable disclosure requirements.
- 5.10 **Drug and Device Representatives.** Drug and device representatives coming to NHCC shall have access to physicians, trainees, and staff only by appointment. Representatives must register with the host department in advance and wear badges identifying themselves as commercial agents (not just "visitors"). To avoid direct contact with patients, their family members or other accompanying individuals, drug representatives are not allowed in areas where direct patient care is being given. If demonstrations by commercial representatives (or their agents) are needed solely for device training, representatives should be clearly identified to staff and to any patients involved in that training, with practices that are HIPAA compliant, and patients' consent should be obtained for involvement of commercial personnel.
- 5.11 **Drug and Device Samples.** Samples are solely for patient use, not for personal use by faculty or staff. Sample storage, access and distribution by clinicians must be compliant with applicable regulations and departmental policies for safe storage and administration of medications. NHCC staff should avoid actual or apparent conflicts of interest with samples. Drug or device information for patients should be appropriate to their own condition, objective, and deliberately distributed by the responsible practitioner (e.g., not casually accessible in waiting rooms or other patient areas).
- 5.12 **Confidential and Inside Information.** All NHCC staff (including Responsible Persons) shall refrain from transmitting any knowledge, consideration, decision or any other information that might be prejudicial to the interest of NHCC to any person other than in connection with the Responsible Person's discharge or their responsibilities as a Director, Officer, employee or member of the Medical staff. The governing principal is that any material confidential information pertaining to NHCC or patients may not be used for a Responsible Person's own or their Family's benefit nor should the Responsible Person disclose it to others for their personal use.
- 5.13 **Use of NHCC Assets.** NHCC credit purchasing power shall not be used to purchase goods and/or services for individual or non-NHCC activities. NHCC facilities may be used only for NHCC related purposes.
- 5.14 **Disclosure of Individual Interest Prior to Approval of Transaction.** A Responsible Person must promptly disclose to their supervisor, Human Resources and the Chief Compliance, Privacy and Ethics Officer Officer his/her interest in, or connection with, a proposed transaction, Research activity, or other matter being presented for consideration

or approval to NHCC if the transaction or matter is of the type that would require disclosure on the Conflicts Disclosure Statement. The Responsible Person must not participate in the deliberations related to the transaction or matter, or approve or use their position to influence the matter. The Responsible Person's disclosure and non-participation should be recorded.

5.15 **Voluntary Staff/Faculty.** Non-salaried faculty must act in the best interests of their professional duties at NHCC, including patient care, research and education. They should avoid any potential or perceived conflict of interest, especially those related to areas of their non-academic employment.

5.16 **Post Employment Restrictions.** No person who has served as a NHCC employee or unpaid staff member, or part-time staff shall, within a period of two (2) years after the termination of such service or employment, appear before NHCC or receive compensation for services rendered on behalf of any person, firm, corporation or association in relation to any matter with respect to which such person was directly concerned or in which such person presently participated during the period of service or employment or which was under the active consideration of such person. Public Officers Law §73(8)(a). This applies to all individuals, regardless if they worked for one day or a 30 year hire.

## 6.0 PROCEDURE

All new directors, officers, administrative staff members, employees, volunteers, and medical staff members with administrative responsibilities shall receive a copy of this policy regarding conflicts of interest and complete the annexed Conflicts Disclosure Statement.

### 6.1 Reporting Conflicts and Interim Changes.

6.1.1 Each Responsible Person is required to provide notification on the Conflicts Disclosure Statement of any changes or specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, contracts, Research, or other matters, in which the Responsible Person or Family has a Material Interest within thirty (30) days of such change.

6.1.2 Board of Directors, members of management, Responsible Persons engaged in Research, and members of the IRB will complete the Conflicts Disclosure Statement and provide it (and any interim changes thereto) to Human Resources and the Chief Compliance, Privacy and Ethics Officer. All others will disclose Conflict of Interest situations to their immediate supervisors. If the supervisor determines that the individual's interest may be a Conflict of Interest, the supervisor will direct the Responsible Person to fill out a Conflict Disclosure Statement and provide it to Human Resources and the Chief Compliance, Privacy and Ethics Officer.

6.1.3 Employees are encouraged to seek assistance from their immediate supervisor/manager with any legal or ethical concerns. However, NHCC realizes this may not always be possible. As a result, employees may call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389 to report anything that they cannot discuss with their immediate supervisor/manager.

- 6.1.4 NHCC reserves the right to require additional or updated Conflict Disclosure Statements from Responsible Persons engaged in Research if such disclosure is required for funding applications or proposals.

## 6.2 Evaluation and Management of Conflicts of Interest.

- 6.2.1 Human Resources will review all completed Conflicts Disclosure Statements and any reported changes and, following internal consultation with the Chief Compliance, Privacy and Ethics Officer but in no event more than sixty (60) days after receiving the Conflicts Disclosure Statements or any reported changes, will take any action deemed appropriate to manage or resolve a potential for conflicts of interest (e.g. public disclosure of a conflict of interest, change of personnel, severance of relationships that create the conflict of interest, etc.).
  - 6.2.2 All disclosures, unless irrelevant or immaterial, will be compiled and the actions taken in response thereto will be reported to the Legal Audit & Governance Committee of NHCC's Board of Directors, which may determine whether additional actions should be considered or implemented.
  - 6.2.3 Once appropriate action for the management, reduction, or elimination of the Responsible Person's (and/or Family's) conflict of interest has been decided, the individual will be notified of the disposition of the conflict in writing. Copies of the notification will be forwarded to and maintained in the Compliance Office and sent to the person's immediate supervisor, Chairperson of the Legal Audit and Governance Committee (for Directors and Officers) and/or other individuals as the facts and circumstances warrant.
  - 6.2.4 As necessary, conflict of interest resolution plans, including, when necessary, an interim plan, will be developed, monitored and enforced as directed by NHCC.
  - 6.2.5 Periodically, but at least annually, the Chief Compliance, Privacy and Ethics Officer will provide the Legal Audit and Governance Committee of the Board of Directors with a report on NHCC's execution of the Conflict of Interest disclosure process and, if necessary, the nature of any issues which may require Board intervention.
- 6.3 Prior to CME presentations, NHCC staff must disclose relationships with relevant commercial entities to the Corporate Compliance Office, the Office of Academic Affairs, and to their audiences.
  - 6.4 Each member of the Board of Directors shall be advised annually of this Policy and execute a Disclosure Statement which will be submitted to, and reviewed by, the Office of Legal Affairs and Corporate Compliance/ Chief Compliance, Privacy and Ethics Officer.
    - 6.4.1 Any duality of interest or possible conflict of interest on the part of any governing board member should be disclosed to the other members of the board

and made a matter of record either through an annual procedure or when the interest becomes a matter of board action.

- 6.4.2 Any governing board member having a duality of interest or possible conflict of interest on any matter should not vote or use his/her personal influence on the matter, and s/he should not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the presence or absence of a quorum.
- 6.5 This Policy shall be posted on ITWEB and a global e-mail sent requiring all Responsible Persons to review this new Policy and complete the Conflict Disclosure Statement in the event a conflict may exist and submit the report to Human Resources. Thereafter only if the Responsible Person's circumstances change necessitating disclosure shall a new Conflict Disclosure Statement be required of non-medical staff.
- 6.6 **Policy Makers.** Pursuant to the Guidelines for Determination of Persons in Policy Making Positions as formulated by JCOPE (Executive Law §94), the appointing authority shall file a written statement with the Commission by the last day of February of each year containing the name, title and home address of each person who holds a policy making position in that state agency as determined by the appointing authority. Such appointing authority shall file an amended written statement with the Commission within 30 days after the undertaking of policy making responsibilities by a new employee or by an employee whose name did not appear on the most recent written submission. The amended statement shall contain the name, title and home address of such employee. Each appointing authority shall notify each employee in writing whom he or she designated as policy making in accordance with these guidelines.
- 6.7 **Training.** Responsible Persons engaged in Research shall receive training on this policy prior to engaging in such Research and at least every four (4) years thereafter, unless otherwise required by law.
- 6.8 **Violations of the Conflict of Interest Policy.** Prompt, appropriate and equitable corrective action will be taken concerning any activities considered to involve a Conflict of Interest. Violation of this Policy by a Responsible Person is grounds for disciplinary action, up to and including termination of employment or association with NHCC, in accordance with the disciplinary procedures applicable to the respective Responsible Person. A NHCC employee who accepts a Gift, or fails to file a financial disclosure report in violation of this Policy, could be subject to a civil penalty of up to \$40,000, and be criminally charged with a Class A misdemeanor. For current enforcement actions which are published on JCOPE's website go to: <http://www.jcope.ny.gov/>.
- 6.9 **Disclosure.** NHCC reserves the right to disclose information submitted to it pursuant to this policy when such disclosure is required by law (including but not limited to funding applications and proposals and compliance with state or federal funding disclosure requirements).
- 6.10 Any questions about this Conflict of Interest Policy or the documentation described above may be directed to the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.





## NHCC SYSTEM

### Conflicts Disclosure Statement

**Instructions:** If you do not initial all the Attestations with the first letters of your first and last name below indicating agreement, then you must complete the Disclosure of Interest section further below. In addition, please sign and date the certification below.

**Attestations:**

- ☐ I hereby acknowledge that I have been provided a copy of NHCC's Conflict of Interest Policy and have carefully read, understand and will comply with its requirements.
- ☐ I hereby attest that neither I nor any member of my Family now has any Financial Interest, as defined in NHCC's Conflict of Interest Policy, in any organization or enterprise with which NHCC has done or now does business, any interest in any business transaction involving NHCC (other than the compensation I may receive as an employee of NHCC), or any entity that has interest (including, but not limited to, a patent, trademark, copyright, or licensing agreement) in any Research activity (including by not limited to a drug, biologic product, or device involved in a Research activities).
- ☐ I hereby attest that I am not employed in a position nor am involved in or have an outside interest outside NHCC that constitutes (or potentially constitutes) a conflict of interest.
- ☐ I hereby attest that I am not aware of any other matter that would constitute a conflict of interest.

**Disclosure of Interest:** In the space below, please disclose the names of all organizations in which you or members of your Family may have a leadership position (director, officer or executive position) or an ownership interest. In each case, specify the nature of the interest and, as necessary, the relationship to you of the individual, organization or entity having the interest. Attach additional sheets as necessary.

1. Leadership Position - I, or a member of my Family serve(s) as a director, officer, or in an executive position of the following organizations:  

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2. Ownership Interests - I, or a member of my Family, have (has) a partnership or other ownership interest of more than 5% in the following organizations:  

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3. Other Interests or Relationships - I, or a member of my Family, have (has) a relationship with another organization that may result in a conflict of interest, as follows: (examples include consulting, royalty, marketing, or other arrangements with current or potential NHCC vendors, conflicts with current or planned Research activities, as well as any outside activities, such as private employment, profession or business activities, from which more than \$1,000 compensation is received or anticipated to be received)  

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**Certification**

I hereby certify that this accurately and completely describes, to the best of my knowledge and belief, all financial and other interests, which are required to be reported under the provisions of this Policy. I understand that I have an ongoing obligation to report any conflicts of interest that may become known to me during the course of the year.

---

Printed Name

---

Signature

---

Department & Facility

Date:

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If you have any questions, please do not hesitate to call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.



Dear NHCC Staff: \_\_\_\_\_

In order to maintain compliance with the New York State Commission on Public Integrity, all NHCC staff are required to report any Honoraria received to the NHCC Department of Human Resources. Generally, Honoraria means a speaking fee, payments received for writing an article or reimbursement for travel unrelated to official NHCC duties. In order for any compensation to be considered Honoraria, it must be unrelated to your official NHCC employment or duties, regardless of who paid the compensation. The current reporting year for Honoraria is April 1, 20\_\_ to March 31, 20\_\_.

If you have not received any Honoraria during the reporting year, there is no need to take any action; however, if you have received Honoraria, you must provide the following information in connection with each Honorarium to [kbowen@numc.edu](mailto:kbowen@numc.edu) or NHCC Department of Human Resources, Box 8 ATTN: Kasi Bowen by \_\_\_\_\_:

- Your Name and Title
- Date of Honoraria
- Sources of Honoraria
- Description, Nature and Location of Activity
- Amount of Honoraria
- If applicable, the NHCC Supervisor who approved the Honoraria

More information about the rules and regulations concerning Honoraria can be found on the New York State Public Integrity Website at <http://www.jcopc.ny.gov/>. Specific questions may be directed to NHCC Chief Compliance, Privacy and Ethics Officer Megan C. Ryan, Esq. (516) 296-2389.

Thank you for your cooperation.

Sincerely,

Maureen Roarty  
Senior Vice President of Human Resources

Listing of Honoraria from April 1, 20\_\_ to March 31, 20\_\_

NAME	TITLE	DATE	SOURCE	DESCRIPTION	AMOUNT	SUPERVISOR'S APPROVAL

## Attachment A to Business History Form

### Nassau Health Care Corporation

As of 11/23/2016

A. Nassau Health Care Corporation has provided these services to Nassau County since its purchase of Nassau County Medical Center and A. Holly Patterson Geriatric Center (from the County) in September 1999. As the owner/operator of the only public hospital and nursing home in Nassau County, NHCC is uniquely qualified to provide these services to Nassau County.

- i) NHCC was created pursuant to Public Authorities Law 3401, *et seq.*, pursuant to which all facilities and operations, as well as certain employees, of Nassau County Medical Center and A. Holly Patterson Geriatric Center were transferred from Nassau County to NHCC on or about September 29, 1999.
- ii) NHCC is a public benefit corporation. As such, there are no shareholders, members, or partners.

iii) **Board of Directors:**

**Chairperson:**

Michael B. Mirotznik, Esq. 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

**Members:**

Russell Caprioli, DPM	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Giuseppe Caruso, MD	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Steve Cohn, Esq.	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Michael M. DeLuca, MPA	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Victor A. Gallo, MD	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Jemma Marie-Hanson, RN	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Linda Reed	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Asif M. Rehman, MD	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
David J. Sussman, MD	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Andrew Zucaro	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Warren D. Zysman, LCSW	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Victor F. Politi, MD, FACP, FACEP	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Krishan Kumar, MD	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554
Frank J. Saracino, EdD	2201 Hempstead Turnpike, 19 <sup>th</sup> Fl, East Meadow, NY 11554

**Officers**

Chairperson Michael B. Mirotznik, Esq.  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Chief Executive Officer/President Victor F. Politi, MD, FACP, FACEP  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Executive VP, Legal Affairs & General Counsel                      John J. Ciotti, Esq.  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Executive Vice President, Chief Financial Officer/Treasurer                      John P. Maher, MPH  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Executive VP, Ambulatory Care                      Robert S. Heatley  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Executive VP, Human Resources                      Maureen Roarty  
2201 Hempstead Turnpike, East Meadow, NY 11554

Executive VP, Nursing                      Kathy Skarka, RN, MSN, CNA  
2201 Hempstead Turnpike, East Meadow, NY 11554

Executive VP/Special Assistant NHCC/ Legal Affairs                      Craig V. Rizzo, Esq.  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Deputy Executive Director/ Executive VP for Administration                      Harold E. McDonald, MPA  
2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

- iv) NHCC is a New York public benefit corporation.
  - v) NHCC has over 3,000 full and part-time employees.
  - vi) NHCC's 2016 budget is \$ 536 Million.
  - vii) As the owner/operator of the only public hospital and nursing home in Nassau County, NHCC is uniquely qualified to provide these services to Nassau County.
  - viii) A copy of the Operating Certificate effective 07/08/2016 issued by the New York State Department of Health is attached. Copies of other state and local licenses and permits are available upon request.
- B. NHCC has owned and operated Nassau University Medical Center and A. Holly Patterson Extended Care Facility for approximately 16 ½ years since their transfer from Nassau County in September 1999.
- C. NHCC has provided these services to Nassau County since its purchase of Nassau County Medical Center and A. Holly Patterson Geriatric Center (from the County) in September 1999. As the owner/operator of the only public hospital and nursing home in Nassau County, NHCC is uniquely qualified to provide these services to Nassau County.
- D. See Business History Form

Facility Id. 528  
Certificate No. 2950002H

Certified Beds - Total 530  
AIDS 20  
Burns Care 10  
Chemical Dependence - Rehabilitation 30  
Chemical Dependence - Detoxification 20  
Coronary Care 11  
Intensive Care 22  
Maternity 30  
Medical / Surgical 158  
Neonatal Continuing Care 11  
Neonatal Intensive Care 8  
Neonatal Intermediate Care 9  
Pediatric 26  
Pediatric ICU 6  
Physical Medicine and Rehabilitation 25  
Prisoner 133  
Psychiatric 133

State of New York  
Department of Health  
Office of Primary Care and Health Systems Management  
OPERATING CERTIFICATE

Effective Date: 07/08/2016  
Expiration Date: NONE

Hospital  
Nassau University Medical Center  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
Operator: Nassau Health Care Corporation  
Operator Class: Public County

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the service(s) specified.

AIDS	AIDS Center	Ambulance	Ambulatory Surgery - Multi Specialty	Audiology O/P
Burn Center	Burns Care	Cardiac Catheterization - Adult Diagnostic	Certified Mental Health Services O/P	Chemical Dependence - Detoxification
Chemical Dependence - Rehabilitation O/P	Chemical Dependence - Withdrawal O/P	Clinic Part Time Services	Clinical Laboratory Service	Coronary Care
Dental O/P	Emergency Department	Home Peritoneal Dialysis Training and Support	Intensive Care	Level III Perinatal Care
Linear Accelerator	Maternity	Medical Services - Other Medical Specialties	Medical Services - Primary Care	Medical Social Services
Medical/Surgical	Neonatal Continuing Care	Neonatal Intensive Care	Neonatal Intermediate Care	Nuclear Medicine - Diagnostic
Nuclear Medicine - Therapeutic	Pediatric	Pediatric Intensive Care	Physical Medical Rehabilitation	Psychiatric
Radiology - Diagnostic	Radiology-Therapeutic	Renal Dialysis - Acute	Respiratory Care	SAFE Center
Stroke Center	Therapy - Occupational O/P	Therapy - Physical O/P	Therapy - Speech Language Pathology	Therapy - Vocational Rehabilitation O/P

Other Authorized Locations

Hospital Extension Clinic  
NUMC Dialysis Center @ A. Holly Patterson  
Extended Care Facility  
875 Jerusalem Avenue B Building, 3rd Floor  
Uniondale, New York 11553  
Mobile Hospital Extension Clinic  
Mobile Van Mammography  
2201 Hempstead Turnpike  
East Meadow, New York 11554

*Harold Zucker, M.D.*

Commissioner

*David W. Schuman*

20160714 Deputy Director Office of Primary Care and Health Systems Management

This certificate must be conspicuously displayed on the premises.

## CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, John P. Maher, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 23<sup>rd</sup> day of December

2016

Elizabeth A. Faughnan  
Notary Public

ELIZABETH A. FAUGHNAN  
Notary Public, State of New York  
No. 02FA5042572  
Qualified in Nassau County  
Commission Expires April 24, 2019

Name of submitting business: Nassau Health Care Corporation

By: John P. Maher  
Print name  
[Signature]  
Signature

Executive Vice President & Chief Financial Officer  
Title

12/23/2016  
Date



COUNTY OF NASSAU

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

1. Name of the Entity: Nassau Health Care Corporation  
Address: 2201 Hempstead Turnpike  
City, State and Zip Code: East Meadow, NY 11554
2. Entity's Vendor Identification Number: \_\_\_\_\_
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ **Public Benefit Corporation** Other (specify) \_\_\_\_\_
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See List Attached as Appendix A

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.

N/A NHCC is a public benefit corporation created pursuant to Public Authorities Law 3401, *et. seq.*, that operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and co-operates several community health centers.

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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 List Attached as Appendix B.

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7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

No lobbyists were utilized at any stage of the process with respect to this contract amendment for Registered Nurses supplied to the Department of Social Services for the year 2016.

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## **Appendix A**

Nassau Health Care Corporation

As of 11/23/2016

### **Board of Directors**

#### **Chairperson:**

Michael B. Mirotznik, Esq., 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

#### **Members:**

Russell Caprioli, DPM 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Giuseppe Caruso, MD 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Steve Cohn, Esq. 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Michael M. DeLuca, MPA 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Victor A. Gallo, MD 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Jemma Marie-Hanson, RN 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Linda Reed 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

Asif M. Rehman, MD 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

David J. Sussman, MD 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

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Frank J. Saracino, EdD 2201 Hempstead Turnpike, 19<sup>th</sup> Floor, East Meadow, NY 11554

## **Officers**

Chairperson:	Michael B. Mirotznik, Esq.
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Chief Executive Officer	Victor F. Politi, MD, FACP, FACEP
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Executive VP, Legal Affairs & General Counsel	John J. Ciotti, Esq.
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Executive Vice President, Chief Financial Officer/Treasurer	John P. Maher, MPH
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Executive Vice President, Ambulatory Care	Robert S. Heatley
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Executive Vice President, Human Resources	Maureen Roarty
	2201 Hempstead Turnpike, East Meadow, NY 11554
Executive Vice President, Nursing	Kathy Skarka, RN, MSN, CNA
	2201 Hempstead Turnpike, East Meadow, NY 11554
Executive Vice President/Special Assistant NHCC/ Legal Affairs	Craig V. Rizzo, Esq.
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554
Deputy Executive Director/ Executive Vice President for Administration	Harold E. McDonald, MPA
	2201 Hempstead Turnpike, 19 <sup>th</sup> Floor, East Meadow, NY 11554

## **Appendix B**

### **Nassau Health Care Corporation**

#### **Affiliated & Related Companies**

1. Nassau Health Care Foundation, Inc. - NY Not-For-Profit Corporation
2. Long Island Medical Foundation, Inc. d/b/a NuHealth Foundation” –NY Not-For-Profit Corporation
3. A. Holly Patterson Extended Care Facility, Inc. –NY Not-For-Profit Corporation
4. Newco ALP Inc. – NY Not-For-Profit Corporation
5. Roosevelt HC, Inc. – NY Not-For-Profit Corporation
6. NHCC, Ltd. - Organized under the Companies Law of Cayman Islands.
7. NHCC Medical Faculty Practice Plan, P.C. d/b/a Nassau Medical Associates – NY Professional Corporation
8. Oak Street Psychiatric Services, P.C. - NY Professional Corporation
9. South Ocean Care, LLC –NY Limited Liability Company
10. NUH- 1 Inc. – NY Not-For-Profit Corporation
11. NUH- 2 Inc. - NY Not-For-Profit Corporation
12. NUH- 3 Inc. - NY Not-For-Profit Corporation
13. NUH- 4 Inc. - NY Not-For-Profit Corporation
14. NUH- 5 Inc. - NY Not-For-Profit Corporation
15. Long Island FQHC, Inc. - NY Not-For-Profit Corporation

\*\* In addition to the entities listed above, NHCC has several clinical and educational affiliations.

(b) Describe lobbying activity of each lobbyist. **See page 4 of 4 for a complete description of lobbying activities.**

N/A

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

N/A

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

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

Dated: 12/23/2016

Signed:

  
Print Name: John P. Maher

Title: Executive Vice President, Chief Financial Officer/  
Treasurer

**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.

## AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Nassau Health Care Corporation, a public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000066 between the County and the Contractor, executed on behalf of the County on December 9, 2014 as amended by the amendment executed on behalf of the County on November 2, 2016, as so amended, ("the Original Agreement"), the Contractor provides registered nurses services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2015 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods remaining (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Four Million Ninety One Thousand Eight Hundred Eighty Four Dollars and 00/100 (\$4,091,884.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to extend and amend the Original Agreement,

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Million Eighty Two Thousand Seven Hundred Fifty Six Dollars and 00/100 (\$2,082,756.00), payable for Services rendered during the extended term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Six Million One Hundred Seventy Four Thousand Six Hundred Forty Dollars and 00/100 (\$6,174,640.00) (the "Amended Maximum");



Amount”). Payment shall be made in twelve (12) equal monthly installments of One Hundred Seventy Three Thousand Five Hundred Sixty Three Dollars and 00/100 (\$173,563.00).

3. Services. Section 2. Services of the original Agreement is hereby amended and shall read in its entirety as follows:

2. Services. The Contractor shall provide, in accordance with the responsibilities and standards as hereinafter described, fourteen (14) registered nurses (“RN”) to the Department who shall, at a minimum, fall within the following qualifying categories: one (1) shall perform as supervisor and shall qualify at the RN IV level; one (1) shall qualify at the RN III level; and twelve (12) shall qualify at the RN I or II level (“Services”).

A. In addition to the RN level based responsibilities list below, all nurses shall:

1. interview disabled public assistance clients to determine the client's eligibility for Supplemental Security Income and/or Social Security Disability;
2. review and interpret physician's orders;
3. conduct initial and ongoing assessments of Medicaid (MA) clients receiving home care or services through the following programs:
  - a. Personal Care Service (PCS)
  - b. Consumer Directed Personal Assistance Program (CDPAP)
  - c. Care at Home Program (CAH)
  - d. Title XX Homemaking Program
  - e. Assisted Living Program
  - f. Managed Long Term Care Program (MLTC)
  - g. Personal Emergency Response Services (PERS)
4. provide case management oversight as required for specific programs;
5. act as liaison between the client, the provider and the NYS Department of Health (NYS DOH) for the above listed programs/services, as well as the Private Duty Nursing Program (PDN), the Traumatic Brain Injury Program (TBI), Home and Community Based Services Program (HCBS) and any other NYS DOH Medicaid home care services/programs.

The nurses will:

B. Supervisory RN:

1. All supervisory RNs shall satisfy the following qualifications by possessing:
  - a. Supervisory RNs must have an Associate's, Bachelor's or Master's Degree in Nursing or other related health and human service field from an accredited college or university and six (6) recent years of experience as a registered professional nurse in home health care. Supervisory RNs must be proficient in the use of personal computers and word processing to be able to fulfill their duties as described below;

- b. A comprehensive knowledge of local, state and federal laws affecting Medicaid health programs;
- c. Thorough knowledge of the procedure codes used in medical diagnosis and treatment;
- d. Thorough knowledge of the medical terminology used by physicians and other medical personnel;
- e. The ability to plan, assign and supervise the work of personnel in a manner conducive to full performance and high morale;
- f. The ability to establish and maintain effective working relationships with medical professionals, agency personnel and members of the community;
- g. The ability to express oneself clearly and concisely, both orally and in writing;
- h. The physical condition commensurate with the demands of the position.

2. Supervisory RN responsibilities shall include:

- a. Scheduling and supervising the work of Medical Services RN staff and other support staff;
- b. Developing ongoing procedures for the provision of services including procedures for the state requirements in the administration of MA home care programs;
- c. Conducting individual and group conferences with staff for assigning work as well as providing training, guidance or development of staff skills, including performance evaluations and development of training curriculums;
- d. Handling difficult cases or emergencies as necessary and supervising staff to assure that the proper level of care and medical needs of consumers are identified;
- e. Representing the Department at Fair Hearings, including preparing hearing summaries;
- f. Collecting unit data and preparing regular and special reports on caseloads, workloads, staffing, etc;
- g. Participating in quality assurance monitoring of provider agencies.
- h. Act as liaison in nursing and program matters with the provider agencies.

The Department shall maintain final approval of RN supervisor selections.

C. RN IV

- 1. All RN IV level nurses shall satisfy the following qualifications by possessing:

- a. Bachelor's degree from a regionally accredited or New York State registered college or university with major course work in Nursing, Community Health, or other health related field.
- b. Three years of satisfactory professional nursing experience, including one year in a supervisory or administrative capacity.
- c. Considerable knowledge of professional nursing theory, principles, and practices
- d. Considerable knowledge of physical, social, and psychological sciences.
- e. Considerable knowledge of supervisory techniques and ward management Considerable knowledge of functions of technical apparatus and pharmaceuticals utilized in patient care and treatment.
- f. Considerable knowledge of Standard Infection Control practices in a health care setting.
- g. Ability to evaluate changes in patient's condition and to assess need of medical intervention
- h. Ability to supervise and evaluate activities of subordinate personnel.
- i. Ability to establish and maintain effective working relationships with professional staff, patients, and subordinate personnel.
- j. Ability to establish and maintain effective methods of recording information and preparing reports.
- k. Continuing possession of a current license or eligibility for a license to practice as a registered professional nurse in the State of New York.
- l. For the specialized areas, two of the three years' experience must be in the area of specialization. The one year of administrative or supervisory experience can be in either general nursing or the specialty.

2. RN IV responsibilities include:

- a. Plans, coordinates, implements, and evaluates specific clinical program or patient care in a hospital, and supervises subordinate personnel; performs related duties as required.
- b. Under general supervision, the duties require the use of considerable judgment in providing patient care in two or more nursing units or in a clinical specialty in a hospital, educating and instructing patients, and performing liaison activities among various divisions.
- c. Plans, organizes, and implements a program for clinical or general nursing care, and delegates assignments to appropriate personnel.
- d. Orients, teaches, motivates, supervises, counsels, and evaluates all assigned personnel.
- e. Assists in budget preparation, policy formation, staff development, and program planning activities for the units assigned.
- f. Attends and conducts meetings, seminars, and conferences as they relate to clinical specialties, in order to remain informed about current medical trends.
- g. Implements changes according to changes in the field.

- h. Initiates and maintains comprehensive, effective, methods of recording and reporting pertinent information relating to the clinical and administrative aspects of nursing, as well as the review of untoward incidents.
- i. Implements patient teaching and counseling programs to provide follow-up care, family teaching, referrals, and medical assistance for all patients prior to their release from the hospital.
- j. Coordinates Lead Screening Program.
- k. Participates in Quality Assurance Liaison Program
- l. Coordinates between Endocrine Division and Dietary Department.
- m. Coordinates Pediatric Infectious Disease Clinic
- n. Assists the Infection Control Department in the Investigation of Infection Control outbreaks.

The Department shall maintain final approval of RN IV selections.

D. \_\_\_\_ RN III

1. All RN III level nurses shall satisfy the following qualifications by possessing:

- a. An Associate's Degree in Nursing from an accredited college or university and six (6) recent years of experience as a registered professional nurse in home health care or experience in reviewing medical documents for the purpose of disability determinations may be substituted for home health care experience. RN IIIs shall be proficient in the use of personal computers and word processing to be able to fulfill their duties as described below.
- b. A comprehensive knowledge of local, state and federal laws affecting Medicaid health programs;
- c. Thorough knowledge of the procedure codes used in medical diagnosis and treatment;
- d. Thorough knowledge of the medical terminology used by physicians and other medical personnel;
- e. The ability to supervise the work of personnel in a manner conducive to full performance and high morale;
- f. The ability to establish and maintain effective working relationships with medical professionals, agency personnel and members of the community;
- g. The ability to express oneself clearly and concisely, both orally and in writing;
- h. The physical condition commensurate with the demands of the position.

2. RN III responsibilities include:

- a. Assisting the supervising RN
- b. Completing special projects or assisting subordinate RNs with their assigned caseload
- c. Training new RN staff
- d. Reviewing submitted assessments for accuracy and completeness

- e. Providing short term supervisory coverage during temporary absence of the supervising RN

The Department shall maintain final approval of RN III selections.

E. RN II and I

RN II and I level nurses shall possess a minimum of two (2) years satisfactory recent home health care experience. Nursing staff shall be required to:

- a. Attend monthly staff meetings
- b. Attend training on relevant topics
- c. Represent the Department at fair hearings
- d. Act as mentor to new RN staff
- e. Be prepared to change role from field RN to reviewer or discharge RN, responsible for reviewing case assessments prior to their submission to the Medical Director or interfacing with hospitals and rehabs.
- f. Conduct field assessments for the purpose of recommending authorizations for Medicaid home care programs. (This may include assessment of eligibility for waived services/equipment/home or vehicle modifications.)
- g. Complete all attendant paperwork required to complete assessments, including legal notices and IT systems entries
- h. Maintain knowledge of additional Medicaid and non-Medicaid home care programs for the purpose of offering alternative referrals to consumers.

The Department shall maintain final approval of RN II and I selections.

F. Staffing: The Contractor shall fully staff the program within ninety (90) calendar days of the execution of this Agreement by the County. The program shall remain fully staffed at all times during this Agreement. In the event that a nursing position is vacated, the replacement shall commence work within forty five (45) days of the first date of the vacancy. The nurses shall be employed on a full-time basis, thirty-five (35) hours per week, Monday through Friday, excluding holidays when the Department is closed. Additional hours or overtime may be required by the Department. The nurses shall be eligible to receive accrued vacation and sick time as well as other benefits under the CSEA union contract.

G. The Contractor shall create performance standards to measure productivity, quality, consumer satisfaction and competency of staff within ninety (90) days of contract approval. All performance standards and performance related metrics shall be approved by the Department prior to implementation. The Contractor will provide monthly reports on performance related metrics in a format mutually agreed with the Department. Performance standards shall include but not be limited to the following:

1. Caseloads for individual RN field staff shall be maintained at no more than 200 cases, the actual amount to be determined by the level of responsibility

the local district has for the particular home care program and the number of total active cases in each program. Home care programs will include but may not be limited to: Personal Care Service ("PSC") Program, Consumer Directed Personal Care Assistance Program, Assisted Living Program ("ALP"), Managed Long Term Care Program ("MLTCP"), PACE Program, Care at Home Program ("CAH"), Title XX Homemaking, and Disabled Client Assistance Program ("DCAP").

2. An exception may be made to the above-specified caseload numbers in the event the Department's Medicaid total caseload for any of these Home Care Programs drops to a level that can accommodate lower individual caseloads.

3. Standards for completion of assessments/reviews in individual caseloads shall be as follows:

- (a) RNs initial assessments shall be completed within mandated time lines (5 business days of request for home care provided client has made themselves available.)
- (b) Reassessments shall be completed timely with an overdue rate of no more than five per cent (5%) of the individual RN's caseload.

4. The above-mentioned caseload standards shall be based upon the active individual assigned caseload numbers.

5. The Contractor shall also be responsible for monitoring productivity and caseload size to ensure timely and proper completion of work. The Contractor shall also provide remedial training if deemed necessary and reassignment of caseloads and/or specific tasks to ensure timely and proper completion of work.

6. The Contractor shall provide monthly reports on the aforementioned performance related metrics in a format acceptable to the Department.

H. In addition to any other reports required herein, Contractor shall submit the following monthly reports to the Director of Medical Services on the tenth of each month in a format acceptable to the Department:

- 1. Caseload for each RN staff.
- 2. Completed assessments by RN staff (This report should define initial assessments, reassessments, denials and closings).
- 3. New case assignments for each RN staff.
- 4. Overdue initial assessments and reassessments for each RN staff.

I. Reports reflecting a backlog or greatly disparate caseload assignments shall be accompanied by an explanation and a corrective action plan.

J. The Department will offer relevant training opportunities as they are developed by the Department or the Health and Human Services (HHS) vertical. The Contractor

shall provide initial orientation to include mandatory topics such as HIPPA compliance, Fire and Safety, Patients' Rights, etc. The Contractor shall also provide a Nursing specific curriculum to include Physical Assessment, Medication Administration, etc.)

K. An initial competency check list shall be developed by the Contractor within ninety (90) days of contract approval to assess RN staff providing services to the Department. An ongoing competency check list shall be developed by the Contractor within one hundred eighty (180) days of contract approval to annually assess the RNs continued competencies. The initial and ongoing competency check lists shall be subject to final approval by the Department.

L. The Contractor shall collaborate with the Department to assess current policies and procedures, revising as mutually agreed.

M. Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

N. The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.


O. The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel, who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

P. The Department reserves the right, unilaterally and at any time during the term of this Agreement, to request the replacement of any particular nurse. Any such request for a replacement shall be reported to the Contractor orally or in writing, and the Contractor shall be obligated to provide a satisfactory replacement within a reasonable time after receiving the request from the Department so as to prevent a disruption of services.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

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

  
NASSAU HEALTH CARE CORPORATION

By: 

Name: VICTOR POLITI, MD

Title: President / CEO

Date: 12/7/2016

NASSAU COUNTY

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

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

Title: County Executive



Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK



)ss.:  
 COUNTY OF NASSAU )

NOTARY PUBLIC

)ss.:  
 COUNTY OF NASSAU )

NOTARY PUBLIC  
125466

ELIZABETH A. FAUGHNAN  
Notary Public, State of New York  
No. 02FA5042572  
Qualified in Nassau County  
Commission Expires April 24, 2019

AMENDED EXHIBIT B AMENDED LINE ITEM BUDGET 01/01/16 to 12/31/16



**Nassau County Human Services  
Universal Budget Form**

Return to Face Sheet

Contract # \_\_\_\_\_ 0

Contract Name: Nassau Health Care Corporation

Program Name: Nurses Services

*Budget Summary*

Line #	Expense type	Total \$
1a	Salary	\$1,163,759
1b	Fringe	\$640,067
1 Total	Personnel (Salary plus Fringe)	\$1,803,826
2	Consultant(s)	\$0
3	Travel / Per Diem / Transportation	\$13,000
4	Equipment	\$0
5	Supplies	\$0
6	Contractual Services	\$0
7	Rent/Utilities	\$265,930
8	Department Specific Costs	\$0
9	Other Costs	\$0
10	Administrative Overhead	\$0
	Gross Expenditures (Lines 1 – 10)	\$2,082,756
11	Revenue, Income, Agency Contribution, Matches	\$0
	Net Budget Total (Lines 1 – 10 minus line 11)	\$2,082,756
	Agency Contribution	\$0
	Net Contract Total (Net Budget Total minus Agency Contribution)	\$2,082,756

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

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

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

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

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

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

John P. Maher, CFO / Executive Vice President  
Name and Title of Authorized Representative

Signature

m/d/yy

12/23/2016  
Date

Nassau Health Care Corporation  
Name of Organization

2201 Hempstead Tpke, East Meadow, Ny 11554  
Address of Organization

Contract ID#: CQSS14000066



Department: Social Services

E-234-14

## Contract Details

SERVICE Nurses

NIFS ID #: CQSS14000066

NIFS Entry Date: 07/03/14

Term: from 01/01/14 to 12/31/14

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

(See last page)

## Agency Information

Vendor	
Name Nassau Health Care Corporation	Vendor ID# 113465690
Address 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person Richard Perrotti Email rperrott@numc.edu Phone 516 572-6713 Fax 516 572-5791

County Department
Department Contact Michael Kanowitz
Address 60 Charles Lindberg Blvd
Phone 516 227-7452

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	8/1/14 [Signature]	
	OMB	NIFS Approval	<input type="checkbox"/>	9-18 [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/18/14	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	9/18/14 [Signature]	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	09/18/14 [Signature]	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	9/18/14 [Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>	6/09/2014 [Signature]	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	11/18/14 [Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	12/9/14 [Signature]	



## Contract Summary

<b>Description</b> To provide registered nurses for SSI/SSD
<b>Purpose:</b> The vendor will provide registered nurses to determine eligibility for Supplemental Security Income and/or Social Security Disability. ( <i>New Contract</i> )
<b>Method of Procurement:</b> Vendor is designated as Nassau County's "preferred provider" of health care services.
<b>Procurement History:</b> The vendor has been providing these services since 1999.
<b>Description of General Provisions:</b> The vendor will provide up to 15 registered nurses to interview disabled public assistance clients to determine the client's eligibility for Supplemental Security Income and/or Social Security Disability. The nurses will review and interpret physician's orders and evaluate client's degree of needed assistance to determine whether Patient Care Assistants are necessary.
<b>Impact on Funding / Price Analysis:</b> Federal 50% State 25% County 25%
2010 Contract \$3,592,600.00 2009 Contract \$3,537,954.00 2008 Contract \$3,537,954.00 (2008 contract actually spent \$2,378,169.00)
<b>Change in Contract from Prior Procurement:</b> Not Applicable
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	24
Resp:	2400
Object:	DE500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 526,486.50
Federal	\$ 1,052,973.00
State	\$ 526,486.50
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$2,105,946.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	DE500/SSGEN2400	\$2,105,946.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$2,105,946.00</b>

Document Prepared By: \_\_\_\_\_

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

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>Michael S. Blon</u>	Name: <u>Steven S. Tubrida</u>	Date: <u>11/19/14</u>
Date: <u>11/18/2014</u>	Date: <u>11/18/14</u>	<i>(For Office Use Only)</i>
118848		E #:

E-234-14

RULES RESOLUTION NO. <sup>243</sup>2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY  
DEPARTMENT OF SOCIAL SERVICES, AND NASSAU HEALTH  
CARE CORPORATION

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 10-6-14  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Nassau Health Care Corporation to provide registered nurses to  
determine eligibility of Supplemental Security Income and/or Social  
Security Disability, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Nassau Health Care Corporation.

RULES RESOLUTION NO. -- 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY  
DEPARTMENT OF SOCIAL SERVICES, AND NASSAU HEALTH  
CARE CORPORATION

WHEREAS, the County has negotiated a personal services agreement  
with Nassau Health Care Corporation to provide registered nurses to  
determine eligibility of Supplemental Security Income and/or Social  
Security Disability, a copy of which is on file with the Clerk of the  
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County  
Legislature authorizes the County Executive to execute the said agreement  
with Nassau Health Care Corporation.

THIS AGREEMENT, dated as of 2014, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) the Nassau Health Care Corporation, a public benefit corporation, with offices located at 2201 Hempstead Turnpike, East Meadow, New York (the "Contractor").

WITNESSETH:

WHEREAS, the County wishes to retain the Contractor to provide, and the Contractor wishes to provide, 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 promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall be from January 1, 2014 through December 31, 2014 subject to sooner termination in accordance with this Agreement; provided, however, the Agreement may be renewed under the same terms and conditions, at the discretion of the County, for (4) four additional one (1) year terms.

2. Services. The Contractor shall provide, in accordance with the responsibilities and standards as hereinafter described, fifteen (15) registered nurses ("RN") to the Department who shall, at a minimum, fall within the following qualifying categories: one (1) shall perform as supervisor and shall qualify at the RN IV level; one (1) shall qualify at the RN III level; and thirteen (13) shall qualify at the RN I or II level ("Services").

A. In addition to the RN level based responsibilities list below, all nurses shall:

1. interview disabled public assistance clients to determine the client's eligibility for Supplemental Security Income and/or Social Security Disability;
2. review and interpret physician's orders;
3. conduct initial and ongoing assessments of Medicaid (MA) clients receiving home care or services through the following programs:
  - a. Personal Care Service (PCS)
  - b. Consumer Directed Personal Assistance Program (CDPAP)
  - c. Long Term Home Health Care Program (Lombardi)
  - d. Care at Home Program (CAH)
  - e. Title XX Homemaking Program
  - f. Assisted Living Program
  - g. Managed Long Term Care Program (MLTC)
  - h. Personal Emergency Response Services (PERS)
4. provide case management oversight as required for specific programs;
5. act as liaison between the client, the provider and the NYS Department of Health (NYS DOH) for the above listed programs/services, as well as the Private Duty Nursing Program (PDN), the Traumatic Brain Injury Program



(TBI), Home and Community Based Services Program (HCBS) and any other NYS DOH Medicaid home care services/programs.

The nurses will:

B. Supervisory RN:

1. All supervisory RNs shall satisfy the following qualifications by possessing:

- a. Supervisory RNs must have an Associate's, Bachelor's or Master's Degree in Nursing or other related health and human service field from an accredited college or university and six (6) recent years experience as a registered professional nurse in home health care. Supervisory RNs must be proficient in the use of personal computers and word processing to be able to fulfill their duties as described below;
- b. A comprehensive knowledge of local, state and federal laws affecting Medicaid health programs;
- c. Thorough knowledge of the procedure codes used in medical diagnosis and treatment;
- d. Thorough knowledge of the medical terminology used by physicians and other medical personnel;
- e. The ability to plan, assign and supervise the work of personnel in a manner conducive to full performance and high morale;
- f. The ability to establish and maintain effective working relationships with medical professionals, agency personnel and members of the community;
- g. The ability to express oneself clearly and concisely, both orally and in writing;
- h. The physical condition commensurate with the demands of the position.

2. Supervisory RN responsibilities shall include:

- a. Scheduling and supervising the work of Medical Services RN staff and other support staff;
- b. Developing ongoing procedures for the provision of services including procedures for the state requirements in the administration of MA home care programs;
- c. Conducting individual and group conferences with staff for assigning work as well as providing training, guidance or development of staff skills, including performance evaluations and development of training curriculums;
- d. Handling difficult cases or emergencies as necessary and supervising staff to assure that the proper level of care and medical needs of consumers are identified;
- e. Representing the Department at Fair Hearings, including preparing hearing summaries;
- f. Collecting unit data and preparing regular and special reports on caseloads, workloads, staffing, etc;
- g. Participating in quality assurance monitoring of provider agencies.
- h. Act as liaison in nursing and program matters with the provider agencies.

The Department shall maintain final approval of RN supervisor selections.

C. RN IV

1. All RN IV level nurses shall satisfy the following qualifications by possessing:

- a. Bachelor's degree from a regionally accredited or New York State registered college or university with major course work in Nursing, Community Health, or other health related field.
- b. Three years of satisfactory professional nursing experience, including one year in a supervisory or administrative capacity.
- c. Considerable knowledge of professional nursing theory, principles, and practices
- d. Considerable knowledge of physical, social, and psychological sciences.
- e. Considerable knowledge of supervisory techniques and ward management Considerable knowledge of functions of technical apparatus and pharmaceuticals utilized in patient care and treatment ement.
- f. Considerable knowledge of Standard Infection Control practices in a health care setting.
- g. Ability to evaluate changes in patient's condition and to assess need of medical intervention
- h. Ability to supervise and evaluate activities of subordinate personnel.
- i. Ability to establish and maintain effective working relationships with professional staff, patients, and subordinate personnel.
- j. Ability to establish and maintain effective methods of recording information and preparing reports.
- k. Continuing possession of a current license or eligibility for a license to practice as a registered professional nurse in the State of New York.
- l. For the specialized areas, two of the three years' experience must be in the area of specialization. The one year of administrative or supervisory experience can be in either general nursing or the specialty.

2. RN IV responsibilities include:

- a. Plans, coordinates, implements, and evaluates specific clinical program or patient care in a hospital, and supervises subordinate personnel; performs related duties as required.
- b. Under general supervision, the duties require the use of considerable judgment in providing patient care in two or more nursing units or in a clinical specialty in a hospital, educating and instructing patients, and performing liaison activities among various divisions.
- c. Plans, organizes, and implements a program for clinical or general nursing care, and delegates assignments to appropriate personnel.
- d. Orients, teaches, motivates, supervises, counsels, and evaluates all assigned personnel.
- e. Assists in budget preparation, policy formation, staff development, and program planning activities for the units assigned.
- f. Attends and conducts meetings, seminars, and conferences as they relate to clinical specialties, in order to remain informed about current medical trends.

- g. Implements changes according to changes in the field.
- h. Initiates and maintains comprehensive, effective, methods of recording and reporting pertinent information relating to the clinical and administrative aspects of nursing, as well as the review of untoward incidents.
- i. Implements patient teaching and counseling programs to provide follow-up care, family teaching, referrals, and medical assistance for all patients prior to their release from the hospital.
- j. Coordinates Lead Screening Program.
- k. Participates in Quality Assurance Liaison Program
- l. Coordinates between Endocrine Division and Dietary Department.
- m. Coordinates Pediatric Infectious Disease Clinic
- n. Assists the Infection Control Department in the Investigation of Infection Control outbreaks.

The Department shall maintain final approval of RN IV selections.

#### D. RN III

##### 1. All RN III level nurses shall satisfy the following qualifications by possessing:

- a. an Associates Degree in Nursing from an accredited college or university and six (6) recent years experience as a registered professional nurse in home health care or experience in reviewing medical documents for the purpose of disability determinations may be substituted for home health care experience. RN IIIs shall be proficient in the use of personal computers and word processing to be able to fulfill their duties as described below.
- b. A comprehensive knowledge of local, state and federal laws affecting Medicaid health programs;
- c. Thorough knowledge of the procedure codes used in medical diagnosis and treatment;
- d. Thorough knowledge of the medical terminology used by physicians and other medical personnel;
- e. The ability to supervise the work of personnel in a manner conducive to full performance and high morale;
- f. The ability to establish and maintain effective working relationships with medical professionals, agency personnel and members of the community;
- g. The ability to express oneself clearly and concisely, both orally and in writing;
- h. The physical condition commensurate with the demands of the position.

##### 2. RN III responsibilities include:

- a. Assisting the supervising RN
- b. Completing special projects or assisting subordinate RNs with their assigned caseload
- c. Training new RN staff
- d. Reviewing submitted assessments for accuracy and completeness
- e. Providing short term supervisory coverage during temporary absence of the supervising RN

The Department shall maintain final approval of RN III selections.

E. RN II and I

RN II and I level nurses shall possess a minimum of two (2) years satisfactory recent home health care experience. Nursing staff shall be required to:

- a. Attend monthly staff meetings
- b. Attend training on relevant topics
- c. Represent the Department at fair hearings
- d. Act as mentor to new RN staff
- e. Be prepared to change role from field RN to reviewer or discharge RN, responsible for reviewing case assessments prior to their submission to the Medical Director or interfacing with hospitals and rehabs.
- f. Conduct field assessments for the purpose of recommending authorizations for Medicaid home care programs. (This may include assessment of eligibility for waived services/equipment/home or vehicle modifications.)
- g. Complete all attendant paperwork required to complete assessments, including legal notices and IT systems entries
- h. Maintain knowledge of additional Medicaid and non-Medicaid home care programs for the purpose of offering alternative referrals to consumers.

The Department shall maintain final approval of RN II and I selections.

F. Staffing: The Contractor shall fully staff the program within ninety (90) calendar days of the execution of this Agreement by the County. The program shall remain fully staffed at all times during this Agreement. In the event that a nursing position is vacated, the replacement shall commence work within forty five (45) days of the first date of the vacancy. The nurses shall be employed on a full-time basis, thirty-five (35) hours per week, Monday through Friday, excluding holidays when the Department is closed. Additional hours or overtime may be required by the Department. The nurses shall be eligible to receive accrued vacation and sick time as well as other benefits under the CSEA union contract.

G. The Contractor shall create performance standards to measure productivity, quality, consumer satisfaction and competency of staff within ninety (90) days of contract approval. All performance standards and performance related metrics shall be approved by the Department prior to implementation. The Contractor will provide monthly reports on performance related metrics in a format mutually agreed with the Department. Performance standards shall include but not be limited to the following:

1. Caseloads for individual RN field staff shall be maintained at no more than 200 cases, the actual amount to be determined by the level of responsibility the local district has for the particular home care program and the number of total active cases in each program. Home care programs will include but may not be limited to: Personal Care Service ("PSC") Program, Consumer Directed Personal Care Assistance Program, Lombardi Program ("LTHHCP"), Assisted Living Program ("ALP"), Managed Long Term Care Program ("MLTCP"), PACE Program, Care at Home Program ("CAH"), Title XX Homemaking, and Disabled Client Assistance Program ("DCAP").

2. An exception may be made to the above-specified caseload numbers in the event the Department's Medicaid total caseload for any of these Home Care Programs drops to a level that can accommodate lower individual caseloads.

3. Standards for completion of assessments/reviews in individual caseloads shall be as follows:

- (a) RNs initial assessments shall be completed within mandated time lines (5 business days of request for home care provided client has made themselves available.)
- (b) Reassessments shall be completed timely with an overdue rate of no more than 10% of the individual RN's caseload.

4. The above-mentioned caseload standards shall be based upon the active individual assigned caseload numbers.

5. The Contractor shall also be responsible for monitoring productivity and caseload size to ensure timely and proper completion of work. The Contractor shall also provide remedial training if deemed necessary and reassignment of caseloads and/or specific tasks to ensure timely and proper completion of work.

6. The Contractor shall provide monthly reports on the aforementioned performance related metrics in a format acceptable to the Department.

H. In addition to any other reports required herein, Contractor shall submit the following monthly reports to the Director of Medical Services on the tenth of each month in a format acceptable to the Department:

- 1. Caseload for each RN staff.
- 2. Completed assessments by RN staff (This report should define initial assessments, reassessments, denials and closings).
- 3. New case assignments for each RN staff.
- 4. Overdue initial assessments and reassessments for each RN staff.

I. Reports reflecting a backlog or greatly disparate caseload assignments shall be accompanied by an explanation and a corrective action plan.

J. The Department will offer relevant training opportunities as they are developed by the Department or the Health and Human Services (HHS) vertical. The Contractor shall provide initial orientation to include mandatory topics such as HIPPA compliance, Fire and Safety, Patients Rights, etc. The Contractor shall also provide a Nursing specific curriculum to include Physical Assessment, Medication Administration, etc.)

K. An initial competency check list shall be developed by the Contractor within ninety (90) days of contract approval to assess RN staff providing services to the Department. An ongoing competency check list shall be developed by the Contractor within one hundred eighty (180) days of contract approval to annually assess the RNs continued competencies. The initial and ongoing competency check lists shall be subject to final approval by the Department.

L. The Contractor shall collaborate with the Department to assess current policies and procedures, revising as mutually agreed.

M. Contractor shall provide Spanish/English bi-lingual staff sufficient in number to provide effective communication and service delivery for Spanish speaking clients.

N. The Contractor shall notify the Department of all changes in its staff who are providing Services under this Agreement. This notification shall include, without limitation, changes to the Contractor's executives, directors and supervisors.

O. The Contractor shall screen through the New York State Sex Offender Registry ("Registry") all personnel, who have direct contact with the Department's clients. The Contractor further agrees that no employee listed in the Registry shall be employed under any County contract to provide services directly to Department clients.

P. The Department reserves the right, unilaterally and at any time during the term of this Agreement, to request the replacement of any particular nurse. Any such request for a replacement shall be reported to the Contractor orally or in writing, and the Contractor shall be obligated to provide a satisfactory replacement within a reasonable time after receiving the request from the Department so as to prevent a disruption of services.

3. Payment. (a) Consideration. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum Amount") shall not exceed TWO MILLION ONE HUNDRED FIVE THOUSAND NINE HUNDRED FORTY SIX DOLLARS AND 00/100 (\$2,105,946.00) ("Maximum Amount"), which includes regular pay, vacation pay, sick days, personal days, comp time, longevity pay overtime pay and fringe benefits for up to fifteen (15) nurses and personnel related costs, for overtime, training, and mileage. Payment shall be made in twelve (12) equal monthly installments of \$175,495.50.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears on a reimbursement basis (except as set forth below in this Section) and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, including a certified payroll statement setting forth the names, positions and salaries paid by the Contractor during the preceding month, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

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

(d) Reimbursement by the Contractor Upon Loss of Funding. In addition to any other remedies available to the County, in the event of that the County loses funding, including reimbursement, from the State or federal governments for any Services arising out of or in connection with any act or omission of the Contractor or a Contractor Agent (i) the County will have no further obligations to the Contractor under this Agreement and (ii) the Contractor shall

pay the County the full amount of lost funds on demand, but not in excess of the amount paid to the Contractor under this Agreement.

(e) No Duplication of Payments. Payments for the work to be performed under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(f) Short Agreement Year. The Maximum Amount and, if applicable, Budget, are based upon a full 365 day calendar year. The Maximum Amount and amount payable with respect to any Budget shall be reduced pro rata to reflect that portion of a calendar year during which this Agreement is not effective. Variations between billed expenses and actual expenses shall be reconciled at the end of the year and a refund shall be issued to the County for the total amount of any overage with sixty (60) days.

4. 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 "Contractor 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, corporations and limited liability companies), and governments or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, 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 Appendix EE attached hereto and with the County's vendor registration protocol. 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) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(c) Protection of Client Information. Confidentiality of information regarding Agency clients is governed by Social Services Law Section 136 and 18 NYCRR 357.

(d) Limit the use or disclosure of information. The Contractor shall limit the use and disclosure of information concerning applicants or recipients of Public Assistance to purposes

connected with the Contractor's duties hereunder. The Contractor shall not publish in any report or newspaper or report in any public meeting the names and addresses of persons applying for or receiving Public Assistance and care, except as specifically authorized by Law. Further to the foregoing, the Contractor shall not disclose to anyone such names and addresses or the amount of public assistance received by or expended for such persons; provided that such information may be disclosed to: (i) the Commissioner of Social Services, or his authorized representative, (ii) any other body or official required to have such information in order to properly discharge its or his duties, or (ii) to a person or agency considered entitled to such information by the authority of such County, City, or Town.. The Contractor shall not solicit, disclose, receive, make use of, or authorize, knowingly permit, participate in, or acquiesce in the use of any information relating to any applicant for, or recipient of Public Assistance, for commercial or political purposes.

7. Minimum Service Standards. Regardless of whether required by Law and in addition to any other applicable provisions of this Agreement: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals ("Approvals") necessary or appropriate in connection with this Agreement.

(c) All nursing staff must possess a current valid NYS Driver's License and have access to a vehicle.

8. 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 taken pursuant to or authorized by this Agreement and 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 that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.



9. 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 three million dollars (\$3,000,000) per occurrence and (ii) if contracting in whole or part for 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 three million dollars (\$3,000,000) per occurrence, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and which is acceptable to the County, and (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 the insurance policies required by this Agreement, or certificates of insurance evidencing such coverage, shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement policies, certificates of insurance, and/or amendatory endorsements. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

11. 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" immediately upon the receipt by the Contractor of written notice of termination from the County, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with the other provisions of this Agreement expressly addressing termination, if any.

As used in this Agreement the word "Cause" 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 Services.

(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 of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, 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). The provisions of this subsection shall survive the termination of this Agreement.

(d) Accounting upon Termination. (i) Within thirty (30) days of the termination of this Agreement the Contractor shall provide the Department with a complete accounting up to the date of termination of all monies received from the County and shall immediately refund to the County any unexpended balance remaining as of the time of termination.

(e) 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 services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller or his or her duly designated representative (the "Comptroller"), the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Inventory. (a) Title to all equipment, supplies, and material purchased with funds paid under this Agreement (the "Equipment") shall vest in the County and the Equipment shall not be disposed of without the prior written approval of the County.

(b) The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, a complete and accurate inventory (the "Inventory") of the Equipment. The Inventory shall describe the Equipment with reasonable specificity so that the Equipment can be readily identified. The Inventory shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the disposition or use of funds paid to the Contractor in connection with this Agreement, and any of their duly designated representatives.

(c) Within thirty (30) days of the termination of this Agreement, the Contractor shall file with the Department and the Comptroller a final Inventory. The Contractor shall dispose of the Equipment in accordance with instructions of the County. If the County does not provide disposition instructions within thirty (30) days of termination, then the Contractor shall contact the Commissioner in writing and request disposition instructions.

(d) The provisions of this Section shall survive the termination of this Agreement.

14. Change of Name or Entity Status. The Contractor shall notify the Department at least thirty (30) days prior to a change in name or entity status. The notice shall be delivered or sent in accordance with the Notice Section of this Agreement to the second floor of the Department address and to the attention of "the Department of Social Services Contract Administrator." The notice shall contain or be accompanied by the following:

- I. A statement referencing this Section and describing the event triggering the notice requirement of this Section (the "Event"), including all relevant names and dates.
- II. Proof that (i) the insurance policies required by the County pursuant to the Insurance Section of this Agreement will continue in full force and effect or will be replaced with at least comparable policies and (ii) the County will be named as an additional insured thereunder following the Event.
- III. A request that this Agreement be assigned or amended, at the County's sole discretion, to reflect the Event or a statement briefly explaining why the Event does not require that this Agreement be assigned or amended.
- IV. The Contractor's new taxpayer identification number, the taxpayer identification number of the Person to which the Contractor proposes this Agreement be assigned (the "Proposed Successor"), if applicable, or confirmation that the Contractor's taxpayer identification number will be the same following the Event.
- V. A list of Persons who will, following the Event, be owners or officers (or equivalent controlling Persons) of the Contractor or, if applicable, the Proposed Successor.

The Contractor shall provide additional documentation and statements requested by the County in connection with an Event.

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 sent or delivered to the Applicable DCE under this Section to each of (i) the Department and (ii) the County Attorney, at the address

specified above for the County, on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

16. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

17. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by litigation before a court of competent jurisdiction located in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof. The provisions of this Section shall survive the termination of this Agreement.

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 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 persons or addresses as shall be designated by written notice.

19. Fair Hearings. The Department will provide notices to recipients or applicants of their right to State Fair Hearings as required by Federal and State law and regulations. The Contractor, upon request of the Department, agrees to participate in State Fair Hearings when necessary for the determination of issues. The Contractor also agrees to participate, as requested by the Department, in any endeavors incident to the provision of services including, but not limited to, testimony for fair hearings, reports, surveys, studies or audits, court or judicial proceedings, and any other matters relating to the Contractor's provision of services.

20. All Legal Provisions Deemed Included; Severability. (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 Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

21. 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.

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

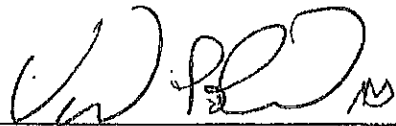
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has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

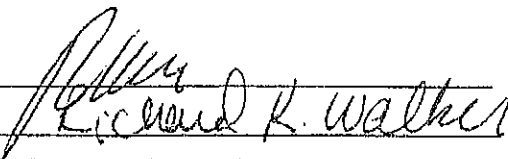
23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

NASSAU HEALTH CARE CORPORATION

By:   
Name: Victor F. Politi MD  
Title: President & CEO  
Date: June 26, 2014

NASSAU COUNTY

By:   
Name: Richard K. Walker  
Title: Chief Deputy County Executive  
Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 9 day of December in the year 2014 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is 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

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE3259028  
Qualified in Nassau County  
Commission Expires April 02, 2016

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 26<sup>th</sup> day of June in the year 2014 before me personally came Victor F. Fohn, MD to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Nassau Health Care Corporation, 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

ELIZABETH A. FAUGHNAN  
Notary Public, State of New York  
No. 02FA5042572  
Qualified in Nassau County  
Commission Expires April 24, 2015

*Elizabeth A. Faughnan*

## Appendix EE

### Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.
- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be



approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation.
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation.
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation.

- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.
- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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



Nassau University Medical Center  
A. Holly Patterson Extended Care Facility  
Family Health Centers\*


CERTIFICATE OF SECRETARY  
TO THE BOARD OF DIRECTORS

The undersigned, Joan Soffel, Secretary to the Board of Directors of the Nassau Health Corporation ("the Corporation"), a New York public benefit corporation, located at 2201 Hempstead Tpke., East Meadow, New York 11554, does hereby certify as follows:

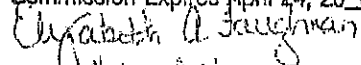
1. The attached copy of Resolution No. 044-2014, entitled "Nassau County DSS" is a true and correct copy of said Resolution No. 044-2014, in the form and content in which it was adopted by the Board of Directors of the Corporation at a meeting of the Board of Directors duly held on April 7, 2014.
2. Said Resolution No. 044-2014 has not been amended or rescinded since the date it was adopted, and has remained in full force and effect at all times since the date it was adopted.

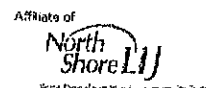
WITNESS my hand and the seal of the Corporation, this 6<sup>th</sup> day of June, 2014.

( S E A L )

  
Joan Soffel  
Secretary to the Board of Directors

Signed in before  
me this 6<sup>th</sup> day of  
June, 2014

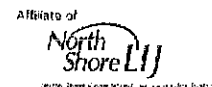
ELIZABETH A. FAUGHNAN  
Notary Public, State of New York  
No. 02FA5042572  
Qualified in Nassau County  
Commission Expires April 24, 20 15  
  
Notary Public





Nassau University Medical Center  
A. Holly Patterson Extended Care Facility  
Family Health Centers\*

\*Nassau County DSS. [Revenue]. Upon a motion made, duly seconded and unanimously adopted the Board of Directors approved an extension of a contract with Nassau County DSS for NuHealth to provide 15 nurses for the entire 2014 year. This amendment is for the 2014 year. The contract amount is \$2,105,946 and will increase the total contract terms to \$10,455,946 since inception with an anticipated start date of 01/01/14 for a term of one year. Resolution No. 044- 2014.



ELECTION OF OFFICERS  
OF  
NASSAU HEALTH CARE CORPORATION

RESOLUTION NO. 100-2014

May 7, 2014

WHEREAS, the offices of Chairperson, Chief Executive Officer, Chief Financial Officer, Secretary, Chief Operating Officer, Senior Vice President for Medical Affairs, Senior Vice President for Nursing, Senior Vice President for Legal Affairs and Senior Vice President for Extended Care were established by the Corporation's By-Laws, as amended from time to time;

WHEREAS, the Corporation has the Authority under Section 3404 subdivision 12 of the Public Authorities Law (the "Act") to create additional officer positions in order to enable the Corporation to carry out and perform its duties under the Act;

WHEREAS, pursuant to a resolution dated June 28, 2010, the Corporation exercised its authority granted under the Act and created the following administrative officer positions: (i) Executive Vice President for Operations and (ii) Executive Vice President for Ambulatory Care, in order to enable the Corporation to carry out and perform its duties under the Act; and

WHEREAS, pursuant to a resolution dated April 24, 2012, the Corporation exercised its authority granted under the Act and (i) created the administrative officer position of Senior Vice President, Human Resources and (ii) changed the following titles: (a) Senior Vice President, Legal Affairs became Executive Vice President, Legal Affairs, (b) Senior Vice President, Medical Affairs became Executive Vice President, Medical Affairs, and (c) Chief Financial Officer became Executive Vice President, Chief Financial Officer.

WHEREAS, the Corporation desires once again to exercise its authority granted under the Act and create additional officer positions in order to enable the Corporation to carry out and perform its duties under the Act; and

WHEREAS, the Corporation proposed the following changes in title to add to the current officer positions:

Senior Vice President, Special Assistant NHCC/Legal Affairs, Craig V. Rizzo, Esq. and Senior Vice President, Deputy Executive Director and Senior Vice President for Administration, Harold McDonald

WHEREAS, the Board of Directors desire to amend the By-Laws to establish the additional offices under the By-Laws and to have the descriptions of such offices stated below incorporated into the By-Laws;

WHEREAS, the Board of Directors wishes to nominate and elect the individuals listed below into the offices next to their names for the earlier of (i) a one-year term until the 2015 Annual Meeting or (ii) the individual(s) ceases to be an employee of the Corporation,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby approves the changes in officer titles as set forth below;

BE IT FURTHER RESOLVED that the office of Senior Vice President/Special Assistant NHCC/Legal Affairs and Deputy Executive Director/Senior Vice President for Administration is hereby created and the By-Laws are hereby amended to include such office and the following description of the office is hereby incorporated in the By-Laws:

Senior Vice President, Special Assistant NHCC/Legal Affairs whose responsibilities include Contracts, Policies, Procurement, Construction, Pharmacy, Central Supplies and Labor Relations; and

Deputy Executive Director/Senior Vice President for Administration whose responsibilities include the areas all relating to Facilities and Administration for the NuHealth System.

BE IT FURTHER RESOLVED, that the individuals listed below are hereby nominated and elected by the Board of Directors as officers of the Corporation to serve in the office next to their names for the earlier of (i) a one-year term until the 2015 Annual Meeting or (ii) the individual(s) ceases to be an employee of the Corporation:

Victor F. Politi, MD	Chief Executive Officer
John J. Ciotti, Esq.	Executive Vice President, Legal Affairs
Robert S. Heatley	Executive Vice President, Ambulatory Care
John Maher	Executive Vice President, Chief Financial
Officer/Treasurer	
Maureen Roarty	Executive Vice President, Human Resources
Kathy Skarka	Executive Vice President, Nursing
Steven J. Walerstein, MD	Executive Vice President, Medical Affairs
Craig V. Rizzo, Esq.	Senior Vice President/Special Assistant NHCC/Legal
Affairs	
Harold E. McDonald	Deputy Executive Director/Senior Vice President for
Administration	
Joan A. Soffel	Secretary

This resolution shall take effect immediately.





Department: Social Services

E-221-16

## Contract Details

## SERVICE Nurses

NIFS ID #: CLSS16000029

NIFS Entry Date: 03/23/16

Term: from 01/01/15\_ to 12/31/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Blanket Resolution RES#	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor		County Department
Name Nassau Health Care Corporation	Vendor ID# 113465690	Department Contact Michael Kanowitz
Address 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person John Maher Email jmaher@numc.edu	Address 60 Charles Lindberg Blvd
	Phone 516 572-6711 Fax 516 572-5791	Phone 516 227-7452

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> 3/2/16 <input type="checkbox"/>		
	OMB	NIFS Approval	<input type="checkbox"/> 3/30		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/1/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/> 4/19/16		
4/1/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 4/19/16		
9/5/16	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/> 9/5/16		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 10/7/16		
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 10/19/16 10/17/16		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> 9/19/16 <input type="checkbox"/>		

MASSACHUSETTS COUNTY COURT  
JAN 20 1954 P M 54



## Contract Summary

<b>Description:</b> To provide registered nurses for SSI/SSD
<b>Purpose:</b> The vendor will provide registered nurses to determine eligibility for Supplemental Security Income and/or Social Security Disability. <i>(Amendment to renew contract for a one year period under the terms of the original agreement.)</i>
<b>Method of Procurement:</b> Vendor is designated as Nassau County's "preferred provider" of health care services.
<b>Procurement History:</b> The vendor has been providing these services since 1999.
<b>Description of General Provisions:</b> The vendor will provide up to 15 registered nurses to interview disabled public assistance clients to determine the client's eligibility for Supplemental Security Income and/or Social Security Disability. The nurses will review and interpret physician's orders and evaluate client's degree of needed assistance to determine whether Patient Care Assistants are necessary.
<b>Impact on Funding / Price Analysis:</b> Federal 50%    State 25%    County 25%
<b>Change in Contract from Prior Procurement:</b> Not Applicable
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	24
Resp:	2400
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 496,484.50
Federal	\$ 992,969.00
State	\$ 496,484.50
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$1,985,938.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	DE500/SSGEN2400	\$1,985,938.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$1,985,938.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS	I certify that an unencumbered balance sufficient to cover this contract is present for 100% appropriation to be charged	Name: <i>[Signature]</i>
Name: <i>[Signature]</i>	Name: <i>[Signature]</i>	Date: <i>9/18/14</i>
Date: <i>10/17/14</i>	Date: <i>10/17/14</i>	(For Office Use Only)
127426		E #:

## AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Nassau Health Care Corporation, a public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS14000066 between the County and the Contractor, executed on behalf of the County on December 9, 2014 ("Original Agreement"), the Contractor provides registered nurses services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2014 through December 31, 2014 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods remaining (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million One Hundred Five Thousand Nine Hundred Forty-Six Dollars and 00/100 (\$2,105,946.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to extend the Original Agreement,

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Million Nine Hundred Eighty Five Thousand Nine Hundred Thirty-Eight Dollars and 00/100 (\$1,985,938.00), payable for Services rendered during the extended term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Four Million Ninety-One Thousand Eight Hundred Eighty-Four Dollars and 00/100 (\$4,091,884.00) (the "Amended Maximum Amount"). Payment shall be made in eleven (11) equal monthly installments of One Hundred Sixty-Five Thousand Four Hundred Ninety-Four Dollars and Eighty-Three Cents (\$165,494.83) and a final twelfth (12<sup>th</sup>) monthly installment of One Hundred Sixty-Five

Thousand Four Hundred Ninety-Four Dollars and Eighty-Seven Cents (\$165,494.87) totaling One Million Nine Hundred Eighty Five Thousand Nine Hundred Thirty-Eight Dollars and 00/100 (\$1,985,938.00).

3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

(The Balance of This Page Left Intentionally Blank)

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

NASSAU HEALTH CARE CORPORATION

By: Victor Politi MD

Name: Victor Politi MD

Title: Pres / CEO

Date: 6/1/15

NASSAU COUNTY

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

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

Title: County Executive



Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK





NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

## Contractor Evaluation Form

Contract Number: .....

Contract Name: NASSAU HEALTH CARE CORPORATION NURSES

Service Provided: RN STAFF FOR PCS ASSESSMENTS + DCAP REVIEWS

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: RITA NOLAN 227-8049 DIRECTOR OF MEDICAL SERVICES

Date: 11-4-15

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service				X	
b. Timeliness of Service				X	
c. Cost Effectiveness			X		
d. Responsiveness to DSS Requests				X	
e. Number of Complaints				X	
f. Problem Resolution				X	
Overall Performance Evaluation				X	

Do you recommend the contractor for future contracts? ☒ Yes ☐ No

If rated 3 or lower & Yes checked, please explain below:

C. - RN SALARIES HIGH REGARDLESS OF THE VENDOR SELECTED, HOWEVER  
DOT REGS REQUIRE USE OF RN STAFF FOR PERSONAL CARE ASSESSMENTS,  
RN STAFF PERFORMANCE IS GOOD. NHCC ADMINISTRATION RESPONSE  
REQUIRES IMPROVEMENT IN TIMELINESS. THIS ISSUE HAS BEEN  
38987 RAISED AND SOME IMPROVEMENT SEEN.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz  
Planning & Research  
Department of Social Services

Date: January 4, 2017

**Subject: Nassau Health Care Corporation Nurses Services**  
Renewal 2016

Pursuant to Section 32 of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated April 12, 2016, notifying him of the above fact. A copy of the letter was forwarded to the Nassau County Office of Labor Relations for the appropriate action. No objection letter has been received in response from Nassau Local 830 CSEA.

It is requested that the County proceed with the contract processing.

Att.  
10099  
131553







NASSAU COUNTY  
DEPARTMENT OF SOCIAL SERVICES  
60 CHARLES LINDBERGH BLVD., SUITE 160  
UNIONDALE, NEW YORK 11553-3686  
Phone: 516-227-7474 Fax: 516-227-8432  
Web: <http://www.nassaucountyny.gov/>

April 12, 2016

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel  
Assistant to the President  
Nassau Local 830 CSEA  
400 County Seat Drive  
Mineola, New York 11501

Re. – Contract: Nassau Health Care Corporation  
Nurses Services (Renewal 2016)

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to be "M. Kanowitz", is written over the printed name.

Michael A. Kanowitz  
Planning & Research

cc: Keith Cromwell-Office of Labor Relations  
Jerry Laricchuita, President Local 830 CSEA  
Richard Dopkin, Vice President Local 830 CSEA  
ENCLOSURE  
13792  
127734