

**E-84-17****Contract Details**

SERVICE Medicaid Fraud Svcs

NIFS ID #: CLSS17000022NIFS Entry Date: 02/21 /17Term: from 01/01/17 to 12/31/17

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 <u>Island Peer Review Organization (IPRO)</u>	Vendor ID# <u>112662689</u>
Address <u>1979 Marcus Avenue, Lake Success, NY 11042-1072</u>	Contact Person <u>Theodore O. Will</u> Email: <u>twill@ipro.org</u> Phone <u>516 326-7767</u>

County Department
Department Contact <u>Michael Kanowitz</u>
Address <u>60 Charles Lindberg Blvd</u>
Phone <u>516 227-7452</u>

**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"/>	<u>7/27/17</u>	<u>[Signature]</u>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	<u>3/16/17</u>	<u>[Signature]</u>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>3/15/17</u>	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	<u>3/15/17</u>	<u>[Signature]</u>	
<u>3/15/17</u>	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	<u>3/15/17</u>	<u>[Signature]</u>	
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
	Rules <input checked="" 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"/>			
<u>3/24/17</u>	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	<u>3/24/17</u>	<u>[Signature]</u>	

2017 MAR 21 P 11:24

RECEIVED  
CLERK OF THE LEGAL  
NASSAU COUNTY

E-84-13

## Contract Summary

<b>Description : Medicaid Fraud Services</b>
<b>Purpose:</b> The New York State Association of Counties and its member counties have been working with the New York State Office of Medicaid Inspector General ("OMIG") on a demonstration project ("Demo Project") designed to assist the State in tackling Medicaid fraud, waste and abuse at the county level. The Vendor is qualified to provide Medicaid compliance services. <i>(To amend contract to extend for a one year period under the terms of the original agreement.)</i>
<b>Method of Procurement:</b> RFP
<b>Procurement History:</b> This is the first time we are using this vendor.
<b>Description of General Provisions:</b> The services to be provided by the Contractor under this Agreement shall involve the conducting of financial & forensic audits in accordance & compliance with NYS auditing policies and standards and data analysis, utilizing a variety of tools and methods, to assist the County in identifying Medicaid fraud, waste and abuse by providers of Medicaid services. Assist the County in developing leads and identifying appropriate targets for audits using independently obtained information and information provided by the County, including but not limited to information obtained through IBM's VerifyNY reports, information maintained by the State Department of Health ("DOH") and the Department relating to Medicaid expenditures as well as from other reliable sources of leads and information.
<b>Impact on Funding / Price Analysis:</b> Federal <u>50</u> % State <u>50</u> % County <u>  </u> %
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

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

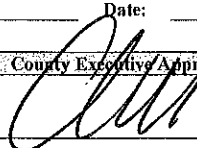
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$ 50,000.00
State	\$ 50,000.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 100,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	SSGEN2400/DE500	\$100,000.00
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 100,000.00</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 
Name	Name	Date <u>3/21/17</u>
Date	Date	<i>(For Office Use Only)</i>
		<b>E #:</b>

132192



RULES RESOLUTION NO.    – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON  
BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES AND  
ISLAND PEER REVIEW ORGANIZATION, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Island Peer Review Organization, Inc. to perform financial and forensic audits to identify Medicaid fraud, waste and abuse by providers of Medicaid services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to the agreement with Island Peer Review Organization, Inc.





# Nassau County Interim Finance Authority

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

1. Vendor: Island Peer Review Organization (IPRO)

2. Dollar amount requiring NIFA approval: \$ 100,000.00

Amount to be encumbered: \$ 100,000.00

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: 01/01/17 to 12/31/17

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 % 50  
 County % 0

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 New York State Association of Counties and its member counties have been working with the New York State Office of Medicaid Inspector General ("OMIG") on a demonstration project ("Demo Project") designed to assist the State in tackling Medicaid fraud, waste and abuse at the county level.

### 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:

CLSS16000012 \$150,000.00





## 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.

Loeann Diller 3/8/17  
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: Island Peer Review Organization (IPRO)

CONTRACTOR ADDRESS: 1979 Marcus Ave., Lake Success, NY 11042-1072

FEDERAL TAX ID #: 112662689

**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 NOVEMBER 13, 2013 [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 AN RFP WAS ISSUED

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

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

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

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

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



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

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

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

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

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

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

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

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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







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?

None of the corporate officers nor the organization has made a political contribution to  
any of the candidates for positions described above.

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

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

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

Vendor: Island Peer Review Organization, Inc. (IPRO)

Dated: 12/20/2016

Signed: Alan F. King

Print Name: Alan F. King

Title: Sr. VP & Chief Financial Officer



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Theodore O. Will  
Date of birth 12 / 25 / 1955  
Home address 47 Stillwell Lane  
City/state/zip Woodbury, NY 11797  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
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 10 / 01 / 1984 Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x;  
If Yes, provide details.



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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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



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



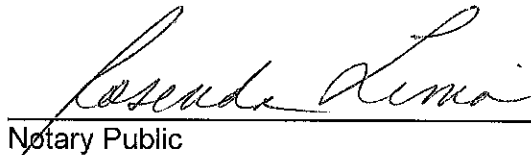


**CERTIFICATION**

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, Theodore O. Will, 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 16 day of February 2017

  
\_\_\_\_\_  
Notary Public

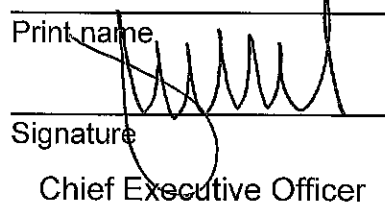
ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

I PRO

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

Theodore O. Will

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Chief Executive Officer

\_\_\_\_\_  
Title

02 / 16 / 2017

\_\_\_\_\_  
Date



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Harry M. Feder  
Date of birth 04 / 28 / 1950  
Home address 3725 Henry Hudson Parkway  
City/state/zip Bronx, NY 10463  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-209-5528  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 05 / 01 / 87 Present \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) COO
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 xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x;  
If Yes, provide details.



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

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

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



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





**CERTIFICATION**

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, Harry M. Feder, 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 22 day of December 2016

Rosenda Lima  
Notary Public

ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

IPRO

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

Harry M. Feder

\_\_\_\_\_  
Print name

Harry M. Feder  
Signature

\_\_\_\_\_  
Chief Operating Officer

\_\_\_\_\_  
Title

12 / 22 / 2016  
Date



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Clare B. Bradley, M.D.  
Date of birth 11 / 24 / 1956  
Home address 2 Currier Avenue  
City/state/zip Melville, NY 11747  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) Chief Medical Officer as of 01/03/2003
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 xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x; If Yes, provide details.



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

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

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



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



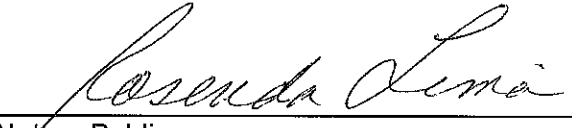


**CERTIFICATION**

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I, Clare B. Bradley, M.D., 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 16 day of February 2017

  
\_\_\_\_\_  
Notary Public


ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

I PRO

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

Clare B. Bradley, M.D.

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

Chief Medical Officer

\_\_\_\_\_  
Title

02 / 16 / 2017  
Date



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Alan F. King  
Date of birth 09 / 15 / 1945  
Home address 319 Peachtree Drive  
City/state/zip East Norwich, NY 11732  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
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 07 / 05 / 2005 Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x;  
If Yes, provide details.



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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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



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



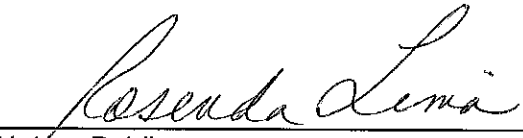


**CERTIFICATION**

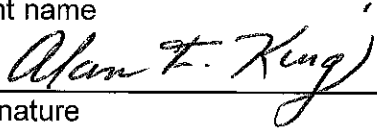
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Alan F. King, 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 16 day of February 2017

  
\_\_\_\_\_  
Notary Public

ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162768  
Qualified in Nassau County  
Commission Expires March 19, 2019

I PRO  
\_\_\_\_\_  
Name of submitting business  
Alan F. King  
\_\_\_\_\_  
Print name  
  
\_\_\_\_\_  
Signature  
Sr. VP and Chief Financial Officer  
\_\_\_\_\_  
Title  
02 / 16 / 2017  
\_\_\_\_\_  
Date

1. The first part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

2. The second part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

3. The third part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

4. The fourth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

5. The fifth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

6. The sixth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

7. The seventh part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

8. The eighth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

9. The ninth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

$$f(x) = \int_0^x \frac{1}{1+t^2} dt$$

10. The tenth part of the paper is devoted to the study of the properties of the function  $f(x)$  defined by the equation

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## **PRINCIPAL QUESTIONNAIRE FORM**

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**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 Donald A. Winikoff, M.D.  
Date of birth 04 / 14 / 1932  
Home address 12 Woodward Road  
City/state/zip West Nyack, NY 10994  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
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 06 / 07 / 2016 Treasurer \_\_\_\_\_  
Chairman of Board \_\_\_\_\_ Shareholder \_\_\_\_\_  
Chief Exec. Officer \_\_\_\_\_ Secretary \_\_\_\_\_  
Chief Financial Officer \_\_\_\_\_ Partner \_\_\_\_\_  
Vice President \_\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_\_ NO 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 xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_\_ NO x;  
If Yes, provide details.



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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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





**CERTIFICATION**

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I, Donald A. Winikoff, M.D., 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 14 day of February 2017

Rosenda Lima  
Notary Public

ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

IPRO

Name of submitting business

Donald A. Winikoff, M.D.

Print name

Donald A. Winikoff, M.D.  
Signature

President

Title

02 / 14 / 2017  
Date



## **PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Warren R. Betty, M.D.  
Date of birth 04 / 21 / 1931  
Home address 14B New Freedom Road  
City/state/zip Medford, NJ 08055  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
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 06 / 07 / 2016  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO 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 xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x;  
If Yes, provide details.



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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO x If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
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  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ NO x If Yes, provide details for each such conviction.



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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.



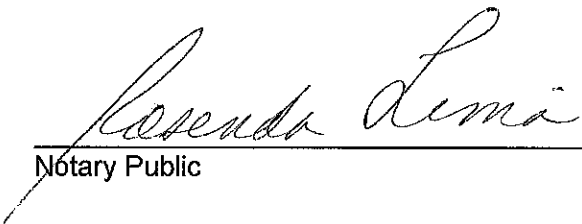


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I, Warren R. Betty, M.D., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 14 day of February 2017

  
\_\_\_\_\_  
Notary Public

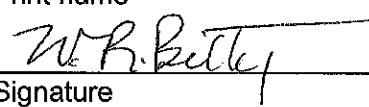
ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

I PRO

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

Warren R. Betty, M.D.

\_\_\_\_\_  
Print name

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Title

02 / 14 / 2017  
Date

1. The first part of the document is a list of the names of the persons who have been named in the proceedings. The names are listed in alphabetical order of the last name.

## **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 Robert G. Lerner, M.D.  
Date of birth 03 / 30 / 1936  
Home address 11 Dell Drive  
City/state/zip Eastchester, NY 10709  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary 06 / 07 / 2016  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO x If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x ;  
If Yes, provide details.



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

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency?  
YES \_\_\_\_ NO x If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_\_ NO x If Yes, provide details for each such instance.
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  - b) Is there any misdemeanor charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_\_ NO x If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_\_ 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.
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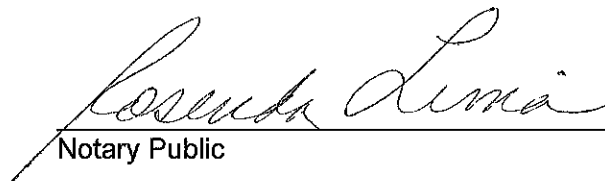


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I, Robert G. Lerner, M.D., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 14 day of February 2017

  
\_\_\_\_\_  
Notary Public


ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

IPRO

Name of submitting business

Robert G. Lerner, M.D.

Print name

  
\_\_\_\_\_  
Signature

Secretary

Title

02 / 14 / 2017  
Date



## **PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name John Friedman, M.D.  
Date of birth 01 / 20 / 1949  
Home address 168 Westminster Avenue  
City/state/zip Syracuse, NY 13210  
Business address 1979 Marcus Avenue  
City/state/zip Lake Success, NY 11042  
Telephone 516-326-7767  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President 06 / 07 / 2016 \_\_\_\_/\_\_\_\_/\_\_\_\_  
(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 xx If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO x ;  
If Yes, provide details.



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

**NOTE:** An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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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:
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YES \_\_\_\_ NO x If Yes, provide details for each such instance.
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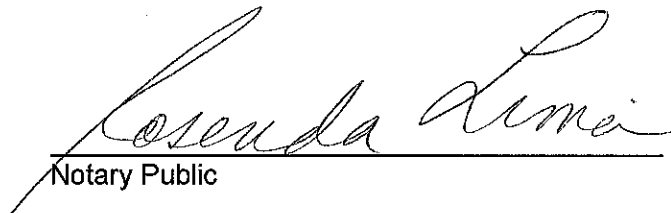


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I, John Friedman, M.D., being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein 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 14 day of February 2017

  
Notary Public

ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

IPRO

Name of submitting business

John Friedman, M.D.

Print name

  
Signature

Vice President

Title

02 / 14 / 2017  
Date



### **Business History Form**

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

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

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

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

Date: December 22, 2016

1) Proposer's Legal Name: Island Peer Review Organization, Inc.

2) Address of Place of Business: 1979 Marcus Avenue, Lake Success, NY 11042

List all other business addresses used within last five years:

None

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

Phone : 516-326-7767

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: 147627939

5) Federal I.D. Number: 11-2662689

6) The proposer is a (check one):      Sole Proprietorship      Partnership       
Corporation X Other (Describe) Not-for-Profit

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      No X If Yes, please provide details: \_\_\_\_\_



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☒ No ☐ If Yes, provide details. \_\_\_\_\_  
See attached continuation sheet.
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.  
Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒



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. \_\_\_\_\_

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

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

17) Conflict of Interest:

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

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

\_\_\_\_\_  
No conflict exists.

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

\_\_\_\_\_  
No conflict exists.

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

\_\_\_\_\_  
No conflict exists.

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
If any conflict of interest became known, that individual would not be permitted to work on the contract. \_\_\_\_\_





- 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; July 1983
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; None, IPRO is a not-for-profit organization.
- iii) Name, address and position of all officers and directors of the company; See attached
- iv) State of incorporation (if applicable); New York
- v) The number of employees in the firm; 495
- vi) Annual revenue of firm; approximately \$80 million
- vii) Summary of relevant accomplishments Currently hold approximately 100 government and private contracts.
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 33 years

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. IPRO has successfully performed similar work for Federal and NYS Government contracts.

- 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 Westchester County

Contact Person Katherine Waluschka, Esq. Associate Commissioner

Address 112 East Pond Road, 5th Floor

City/State White Plains, NY 10601

Telephone 914-995-5572

Fax # 914-995-9285

E-Mail Address kkw6@westchestergov.com



Company Dutchess County  
Contact Person Bridget Goddard - Assistant to the Commissioner  
Address 60 Market Street  
City/State Poughkeepsie, NY 12601  
Telephone 845-486-3007  
Fax # 845-486-3090  
E-Mail Address bridget.goddard@dfa.state.ny.us

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Company Albany County DSS  
Contact Person John Waterhouse, Principal Examiner-Fraud Unit/Medical Provider Fraud  
Address 162 Washington Street  
City/State Albany, NY 12210  
Telephone 518-447-5548  
Fax # 518-447-7722  
E-Mail Address john.watson@albanycounty.com



## 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, Alan F. King, 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 22nd day of December 2016

Rosenda Lima  
Notary Public

ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162768  
Qualified in Nassau County  
Commission Expires March 19, 2019

Name of submitting business: Island Peer Review Organization, Inc.

By: Alan F. King  
Alan F. King  
Print name  
Signature

Sr. VP and Chief Financial Officer

Title

12 / 22 / 2016  
Date

THE  
LIBRARY  
OF THE  
MUSEUM OF  
ART AND  
ARCHAEOLOGY  
OF THE  
UNIVERSITY OF  
CHICAGO

COUNTY OF NASSAU

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

1. Name of the Entity: Island Peer Review Organization, Inc. (IPRO)

Address: 1979 Marcus Avenue

City, State and Zip Code: Lake Success, NY 11042

2. Entity's Vendor Identification Number: 11-2662689

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ Not-for-Profit ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

See attached lists.

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.

There are no shareholders, members, or partners, IPRO is a not-for-profit organization.





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.

Lumetra Healthcare Solutions, affiliated company will not take part in the performance of this contract. Logiquial affiliated company, inactive, will not take part in the performance of this contract. IPRO National Medical Review, Ltd., Interactive, will not take part in the performance of this contract.

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

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

None



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

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

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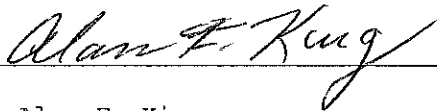
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8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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: 12/22/2016

Signed: 

Print Name: Alan F. King

Title: Sr. VP and Chief Financial Officer





Improving Healthcare  
for the Common Good®

Corporate Headquarters  
1979 Marcus Avenue  
Lake Success, NY 11042-1072  
(516) 326-7767  
[www.ipro.org](http://www.ipro.org)

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9001:2008
CERTIFIED

## IPRO – Top Executives

✓ Theodore O. Will, MPA  
Chief Executive Officer  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

✓ Harry M. Feder, MPA  
Sr. Vice President and Chief Operating Officer  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

✓ Clare Bradley Pollet, MD, MPH  
Sr. Vice President and Chief Medical Officer  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

✓ Alan F. King, MBA  
Sr. Vice President and Chief Financial Officer  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072





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## IPRO - Officers

Donald A. Winikoff, M.D.

✓ President  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

✓ Warren R. Betty, M.D.

Treasurer  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Robert G. Lerner, M.D.

✓ Secretary  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

✓ John Friedman, M.D.

Vice President  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072







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## IPRO - Directors

Carlos Alvarez  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Bill Beighe  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Bruce Chernof, MD  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

William A. Dolan, MD  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Roy Graham  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Paul F. Macielak, Esq.  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072





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## IPRO – Directors

Brian Murray, MD  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Ronald A. Paynter, M.D.  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Carol Rodat  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Paul J. Rowland  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Erdal Sarac, MD  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

John Sardelis, Dr. P.H.  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072





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## IPRO - Directors

Raymond D. Sweeney  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Keith Anthony Taylor  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Lois Wagh  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072

Joel Yohai, M.D.  
Director  
c/o IPRO  
1979 Marcus Avenue  
Lake Success, NY 11042-1072



### AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2017, (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) and Island Peer Review Organization, Inc. ("IPRO"), a national not-for-profit organization, having its principal office at 1979 Marcus Avenue, Lake Success, New York 11042-1072 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000022 between the County and the Contractor, executed on behalf of the County on November 13, 2013 as amended by the amendment executed on behalf of the County on October 14, 2014, as amended by the amendment executed on behalf of the County on July 7, 2016 as so amended, (the "Original Agreement"), the Contractor provides Medicaid Fraud Auditing 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 October 1, 2013 through December 31, 2016 (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Eight Hundred Seventy Thousand Dollars and 00/100 (\$870,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement.

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

1. Renewal Term. The Original Agreement shall be renewed and thereby 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, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Thousand Dollars and 00/100 (\$100,000.00), payable for Services rendered during the renewal 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 Nine Hundred Seventy Thousand Dollars and 00/100 (\$970,000.00) (the "Amended Maximum Amount").

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.





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

ISLAND PEER REVIEW ORGANIZATION, INC.

By: Alan F. King  
Name: Alan F. King  
Title: Sr. VP and Chief Financial Officer  
Date: 12/20/2016

NASSAU COUNTY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: County Executive

☐ Deputy County Executive

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

PLEASE EXECUTE IN BLUE INK

130956



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 201\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a 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

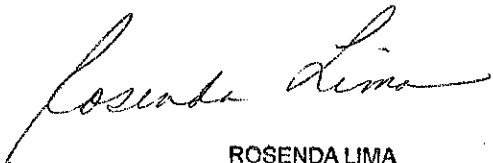
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20th day of December in the year 201 6 before me personally came Alan F. King 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 SR. VP & CFO of I PRO, 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



ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2019

1. The first part of the document is a list of the names of the persons who have been named in the proceedings. The names are listed in alphabetical order of the last name. The names are: [illegible]

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 67.610, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

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

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

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

Name and Title of Authorized Representative

m/d/yy

Signature

Date

None - No Lower Tier Covered Transactions

Name of Organization

Address of Organization



### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.





COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

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

Date: February 28, 2017

**Subject: Island Peer Review Organization (IPRO), Medicaid Audit Services  
Renewal 2017**

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 December 8, 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  
132277







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/>

December 8, 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: Island Peer Review Organization (IPRO)  
Medicaid Fraud Audit Services Renewal 2017

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 "S/" or a stylized "M.A.K.", is written above the printed name.

Michael A. Kanowitz  
Quality Management, Research and Planning

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





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: ISLAND PEER REVIEW ORGANIZATION (IPRO)

Service Provided: MEDICAID AUDITING

Evaluation Period: From: January 1, 2016 To: October 31, 2016

Evaluator's Name, Title, Phone #: JOHN FAUST (516) 227-7788

Date: 10-3-16

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					✓
b. Timeliness of Service				✓	
c. Cost Effectiveness				✓	
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? Yes No

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

---

---

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## Definition of Quantitative Scale:

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors:

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and DSS staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to DSS Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to DSS requests?
- Is the vendor positively responsive to DSS special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - DSS staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to DSS?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?





Contract ID#: CQSS13000022

Department: Social Services

**E-196-13****Contract Details**

SERVICE Medicaid Fraud Svcs

NIFS ID #: CQSS13000022

NIFS Entry Date: 09/05/13

Term: from 10/01/13 to 09/30/14

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"/>

**Agency Information**

Vendor	
Name Island Peer Review Organization (IPRO)	Vendor ID# 112662689
Address 1979 Marcus Avenue, Lake Success, NY 11042-1072	Contact Person Theodore O. Will Email: twill@ipro.org Phone 516 326-7767

County Department
Department Contact Virginia Webb
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)	9/12/13	<i>[Signature]</i>	
	OMB	NIFS Approval	9/13/13	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/24/13	County Attorney	CA RE & Insurance Verification	9/24/13	<i>[Signature]</i>	SEP 30 2013
9/25/13	County Attorney	CA Approval as to form	9/25/13	<i>[Signature]</i>	SEP 30 2013
	Legislative Affairs	Fw'd Original Contract to CA	9/26/13	<i>[Signature]</i>	SEP 27 2013
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	10/29/13	<i>[Signature]</i>	
	Comptroller	NIFS Approval	11/18/13	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	11/30/13	<i>[Signature]</i>	

## Contract Summary

<b>Description:</b> Medicaid Fraud Services
<b>Purpose:</b> The New York State Association of Counties and its member counties have been working with the New York State Office of Medicaid Inspector General ("OMIG") on a demonstration project ("Demo Project") designed to assist the State in tackling Medicaid fraud, waste and abuse at the county level. The Vendor is qualified to provide Medicaid compliance services.
<b>Method of Procurement:</b> RFP
<b>Procurement History:</b> This is the first time we are using this vendor.
<b>Description of General Provisions:</b> The services to be provided by the Contractor under this Agreement shall involve the conducting of financial & forensic audits in accordance & compliance with NYS auditing policies and standards and data analysis, utilizing a variety of tools and methods, to assist the County in identifying Medicaid fraud, waste and abuse by providers of Medicaid services. Assist the County in developing leads and identifying appropriate targets for audits using independently obtained information and information provided by the County, including but not limited to information obtained through IBM's VerifyNY reports, information maintained by the State Department of Health ("DOH") and the Department relating to Medicaid expenditures as well as from other reliable sources of leads and information.
<b>Impact on Funding / Price Analysis:</b> Federal <u>50</u> % State <u>50</u> % County <u>  </u> %
<b>Change in Contract from Prior Procurement:</b> No Change
<b>Recommendation:</b> (approve as submitted)

## Advisement Information

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

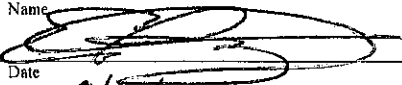

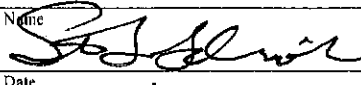
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$ 180,000.00
State	\$ 180,000.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 360,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN2400/DE500	\$ 360,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 360,000.00</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 
Name 	Name 	Date <u>9/30/13</u>
Date <u>11/8/13</u>	Date <u>11/8/13</u>	(For Office Use Only)
		E #:

## **CONTRACT FOR SERVICES**

**THIS AGREEMENT**, dated as of August 28<sup>th</sup>, 2013 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, NY 11553 (the "Department"), and (ii) Island Peer Review Organization, Inc. ("IPRO"), a national not-for-profit organization, having its principal office at 1979 Marcus Avenue, Lake Success, NY 11042-1072 (the "Contractor").

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

**WHEREAS**, The New York State Association of Counties and its member counties have been working with the New York State Office of Medicaid Inspector General ("OMIG") on a demonstration project ("Demo Project") designed to assist the State in tackling Medicaid fraud, waste and abuse at the county level; and

**WHEREAS**, the Contractor is a national organization providing healthcare assessment and improvement services qualified to provide Medicaid compliance services described in this Agreement; and

**WHEREAS**, the County desires to hire the Contractor to perform Medicaid compliance services as more particularly described in this Agreement; and

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

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained in this Agreement, the parties do hereby agree as follows:

1. Term. This Agreement shall commence on October 1, 2013, and terminate on September 30, 2014, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms.

2. Services. The services to be provided by the Contractor under this Agreement shall include Medicaid Compliance services, as hereinafter defined and related services requested by the County to identify Medicaid fraud, waste and abuse by providers of Medicaid services (hereinafter sometimes referred to as "Services" and/or "Compliance Services"). The Services to be provided by Contractor under this Agreement shall be as follows:

(a) Medicaid Compliance Services Defined: Services shall involve the conducting of financial and forensic audits in accordance and compliance with New York State auditing policies and standards and data analysis, utilizing a variety of tools and methods as more

particularly described herein, to assist the County in identifying Medicaid fraud, waste and abuse by providers of Medicaid services:

(i) Nature of Services Performed. The Contractor shall:

1. Assist the County in developing leads and identifying appropriate targets for audits using independently obtained information and information provided by the County, including but not limited to information obtained through IBM's VerifyNY reports, information maintained by the State Department of Health ("DOH") and the Department relating to Medicaid expenditures as well as from other reliable sources of leads and information.

2. Appoint a liaison to the County that will be available daily to address any concerns of and/or communications from the Nassau County Demo Project Manager (the "Project Manager") or another person designated by the Project Manager to act on behalf of the County with respect activities conducted pursuant to this Agreement.

3. At the discretion of and pursuant to the needs of the County, IPRO will initiate no less than twelve (12) audits during the term of this Agreement and during the term of any subsequent extension of this Agreement as validly exercised by the County, subject to the approval of OMIG.

4. Obtain written approval from the Project Manager prior to commencing any audit work on a target. The Project Manager shall request the Contractor to provide the County with written documentation to support the Contractor's recommendation to audit a target prior to rendering such clearance.

5. Submit to the Project Manager for review and approval, a written audit plan prior to commencing any work on an audit (the "Audit Plan"). The Audit Plan shall set forth the nature and scope of Contractor's proposed work, the personnel and resources the Contractor expects to utilize to perform the work and a time line for the proposed work. Any changes to or deviation from an approved Audit Plan shall require prior written approval from the Project Manager by Contractor.

6. Assist the County in working with the OMIG through the various phases of the Demo Project, including but not limited to the audit clearance, audit update, audit review, and audit summary phases with the OMIG.

7. Upon determining that fraudulent activity by a provider may have occurred, immediately terminate its audit and within twenty-four (24) hours inform the Project Manager. Such Notice to the Project Manager shall be in writing.

8. Assist the County by verifying a target's compliance or noncompliance with all applicable fiscal and other rules, regulations and/or statutes where the County has made a fraud referral(s) to the OMIG, New York State Attorney General, Federal Bureau of Investigation, Drug Enforcement Administration and/or any other law enforcement agency or appropriate private insurance provider(s).

9. Assist the County with pre-litigation and litigation related activities initiated by the County for the purposes of recovering improperly paid Medicaid benefits pursuant to §145-b of the Social Services Law.

10. Assist the County in administrative actions related to Demo Project cases where such action is determined to be appropriate by the OMIG and/or the County.

11. Provide support and expert assistance to the County's internal investigation and data mining personnel upon request by the Project Manager or another person authorized by the Project Manager to make such a request.

12. Provide to the Project Manager periodic written updates and attend periodic meetings regarding each audit. The regularity of the written reports and/or meetings will be agreed upon in writing at the beginning of each case and will vary depending on the anticipated scope and length of each particular audit.

13. Provide the County with a final report summarizing the Contractor's activities and findings at the conclusion of each audit. Said final report shall be in addition to any other audit report(s) required under this Agreement.

14. Provide qualified auditors and medical review staff (physicians, registered nurses, physician assistants, nurse practitioners and pharmacists) as needed to performed audits of targeted service providers involved in questionable ordering and filling activities as identified and approved for audit by the Project Manager. Ordering providers include, but are not limited to, physicians, registered physician assistants and nurse practitioners. Filling providers include, but are not limited to, pharmacists, laboratories, transportation providers and durable medical equipment providers.

(ii) Data Analysis: Using independently obtained information as well as information provided by the County, including but not limited to information obtained through IBM's VerifyNY reports and information maintained by DOH and the Department relating to Medicaid expenditures and other reliable sources of leads and information, the Contractor shall develop leads and identify appropriate targets for audits. The Contractor shall obtain written approval from the Project Manager, which approval may require the Contractor to provide written documentation to support the Contractor's recommendation to audit a particular target.

(iii) Pre-On-Site Audit Protocol: (a) The Contractor shall be experienced and familiar with: (1) the terms and conditions of the Demo Project Memorandum of Understanding; (2) the Medicaid Provider Manual(s) for each provider type; (3) any and all relevant statutes, regulations, rules relating to Medicaid and/or NYS auditing policies and standards; and (4) generally accepted auditing standards.

(b) The Contractor shall, if necessary, be prepared to deploy its staff to pharmacies, doctor offices, health clinics and other locations for purposes of identifying the possibility and extent of Medicaid fraud, waste and/or abuse.

- (c) The Contractor shall review the audit protocol for each particular provider.
- (d) The Contractor shall review the statistical sample documents prepared and provided by OMIG.
- (e) The Contractor shall develop Medicaid-specific audit protocols for the particular provider type being audited.
- (f) The Contractor shall prepare and submit, for review and approval, to the Project Manager a written Audit Plan.
- (g) Contractor shall contact the provider to schedule and conduct an entrance conference.
- (iv) Conducting On-Site Audit: (a) The Contractor shall retrieve from the provider an appropriate number of records as required by the audit protocol for that particular provider.
  - (b) The Contractor shall review the provider's records in order to determine whether the provider is in compliance with rules, regulations, policies related to Medicaid billing and payment policy. The review shall be consistent with the audit protocol for that provider. Contractor shall apply forensic auditing techniques, including but not limited to statistical sampling.
  - (c) The Contractor shall provide medical review staff (physicians, RNs, NPs, PAs, and/or pharmacists) to review the records as to sufficiency, medical necessity as applicable and appropriateness of claimed services/prescriptions. The Contractor shall communicate in writing to the Project Manager its findings along with the Contractor's recommendations.
  - (d) The Contractor shall prepare a preliminary audit finding based on the review.
  - (e) The Contractor shall prepare an exit conference summary of audit findings referencing applicable and relevant regulatory citations. The Contractor shall obtain approval from the OMIG and the Project Manager to conduct an exit conference.
- (v) Exit Conference: (a) The Contractor shall hold an exit conference with the provider to discuss audit findings.
  - (b) The Contractor shall prepare an exit conference memo noting the outcome of the audit.
  - (c) In the event an exit conference results in additional evidence that may have a significant impact on the audit findings (e.g. documents that support Medicaid Claims), the Contractor shall adjust the audit findings as appropriate and review the changes with the Project Manager.

(vi) Draft Audit Report: The Contractor shall prepare a draft audit report, in a format acceptable to the County and OMIG, which draft audit report shall cite regulatory authority for each adjustment and estimated impact. To the extent possible, the draft audit report shall address the cause(s) for each finding and include recommendations, if any, for corrective action. The draft audit report shall reflect any impact on findings. The draft audit report shall first be submitted to the Project Manager and then to the OMIG for approval.

(vii) Final Audit Report: The Contractor shall issue a final audit report in such format acceptable to the County and the OMIG which report shall outline all audit findings as well as provider's rebuttals and/or comments, if any, related to the audit findings.

(viii) Post-Audit Protocol: The Contractor shall, if necessary, testify as to the audit process and basis for the audit findings in any administrative and/or civil or criminal proceeding. All audit work papers and/or records shall be maintained in accordance with the NYSED Schedule Records Retention and Disposition.

3. Staffing Qualifications and Experience. (a) Auditors: (i) The Contractor shall conduct each audit with the assistance of an audit team. The Contractor, if required, shall be able to provide multiple audit teams to complete requested audits. The audit team shall consist of at least one auditor working with one medical review staff person (physician, RN, NP, PA, pharmacist). If the size and scope of an audit requires additional staff in order to complete the audit in a timely and proficient manner, the Contractor shall be able to provide additional auditors for such purposes. The auditors shall have the following minimum qualifications:

1. Bachelor's degree with a major in accounting, business or related field;  
and
2. Thorough understanding of generally accepted auditing standards,  
common audit practices and techniques.

(ii) Auditors possessing an associates degree in accounting, business or a related field may be considered by the County, at its sole discretion, on a case by case basis provided such individuals have a minimum of three (3) years direct experience in conducting audits.

(iii) Auditors shall be responsible for performing the day-to-day, detailed work required to achieve and support the audit objective, including but limited to performing statistical sampling, interviewing management to better understand provider's business, testing internal controls for effectiveness, and performing analytical and substantive procedures as deemed necessary in order to complete the audit and render findings..

(iv) Auditors shall report findings related to non-compliance of regulations and unacceptable practices to the Project Manager in a prompt, effective and concise manner. Auditors shall be able to review collateral medical reviews and investigative reports for inclusion in the draft and final audit reports.

(v) Auditors shall be prepared, if necessary, to testify in any subsequent administrative and/or civil or criminal proceeding.

(b) Medical Review Personnel: (i) Medical reviewers shall work with the auditors, when necessary, to review medical records of providers and/or Medicaid beneficiaries. Such records include, but are not limited to, prescriptions, laboratory orders, physician records of patients and Medicaid claims.

(ii) Medical reviewers shall be a physician, RN, PA, NP or pharmacist duly licensed in the State of New York with prior experience in reviewing of medical records.

(iii) Medical reviewers that are not physicians, RNs, Pas, NPs or pharmacists but have at least four (4) years direct experience in performing medical review of records for government or private insurance companies may be considered by the County on a case-by-case basis at its sole discretion.

(iv) Medical reviewers shall focus on issues including but not limited to medical necessity and/or appropriateness of records. Medical reviewers shall report his/her findings to the auditor for the purposes of including the medical review findings in the draft and final audit reports.

(v) Medical reviewers shall be prepared, if necessary, to testify in any subsequent administrative and/or civil or criminal proceeding.

(c) Professional

(i) The Contractor shall ensure that its auditors comply with professional standards of conduct for auditors as established by professional groups such as Financial Accounting Standards Board.

(ii) The Contractor shall provide the Department with highly qualified, experienced auditors and medical review staff persons, possessing the required auditing, data analysis and medical review background, as appropriate, to effectively carry out the operations necessary to accomplish the goals of the Department.

(iii) The above-described qualifications for the auditors and medical review personnel that will be assigned to work with the Department pursuant to this Agreement must be documented with resumes that accurately reflect the education, professional licensing, medical review and Medicaid audit experience of each person.

(iv) The Contractor shall provide current accreditation and licenses for itself as well as its auditors upon execution of this Agreement and thereafter, upon request of the County.

(v) The Contractor shall procure and maintain, at its sole cost and expense, any and all permits and/or licenses necessary, to fulfill and carry out all the provisions of this agreement.

4. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be determined at the daily rate as set forth in the annexed Schedule "A", not to exceed total compensation to the



Contractor in the amount **Three Hundred Sixty Thousand Dollars and No Cents (\$360,000.00)**. The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. The Contractor and Contractor Agents shall maintain accurate records of time expended in a form acceptable to the County. Experience, compensation levels and staffing levels for auditors and medical review personnel are further defined in Section 3 above.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, either by utilizing the County's printed form, to be supplied by the County, or another form approved by 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, 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.

(d) Reimbursement by the Contractor upon Loss of Funding. In addition to any other remedies available to the County, in the event that the County loses funding, including reimbursement, from the State or federal 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 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) 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.

5. Contract Monitoring. The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly

Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement. In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 13.

6. 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 government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

7. 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.

8. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the HIPAA Business Associate Addendum and Appendices EE and U attached hereto and with the County's vendor registration protocol. Furthermore, Contractor shall comply with the requirements of Exhibit X and the Contractor's Privacy Policy, attached hereto and hereby incorporated by reference. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County.

In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its Certification of Compliance, attached hereto as Exhibit L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Contractor will comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

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

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

(c) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to (i) assist the County in transitioning the Contractor's responsibilities under this

Agreement, and (ii) make available Contractor Agents as necessary for testimony or other related activity concerning information obtained during performance under this Agreement .

The provisions of this section shall survive the termination of this Agreement.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

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

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

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

11. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("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 current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

As used in this Agreement the word "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 the services to be provided under this Agreement.

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

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

14. 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 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.

15. 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.

16. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment.

The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions 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.

17. 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.

18. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

19. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

20. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this

Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

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

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.



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

ISLAND PEER REVIEW ORGANIZATION, INC.

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

Name: Theodore O. Will, FACHE \_\_\_\_\_

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

Date: August 22, 2013 \_\_\_\_\_

NASSAU COUNTY

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

Name: Richard B. Walker \_\_\_\_\_

Title: Deputy County Executive \_\_\_\_\_

Date: 11-13-13 \_\_\_\_\_

PLEASE EXECUTE IN BLUE INK

Docs 113412

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 22<sup>nd</sup> day of August in the year 2013 before me personally came Theodore O. Will to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of IPRO, 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

**JESSICA LEIGH BIELO**

**NOTARY PUBLIC-STATE OF NEW YORK**

No. 01816082387

**Qualified In Nassau County**

**My Commission Expires October 21, 2014**

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU )

On the 13 day of November in the year 2013 before me personally came Richard Blawie 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

Doreen M. Kenna

DOBBIN, R. AFRICA

NOTARY PUBLIC

STATE OF NEW YORK.

COMMISSION NO. 01FE6170632

EX-755 7/29/95

**SCHEDULE A** ✓

**ISLAND PEER REVIEW ORGANIZATION, INC.**

Position	Maximum Hourly Rate
Audit Program Manager	\$177.00
Audit Manager	\$152.00
Auditor	\$90.00
Medical Reviewer	
Registered Nurse	\$90.00
MD, DMD, DO	\$227.00
Pharmacist	\$227.00
Coder	\$90.00
Data Analyst	\$140.00
Administrative Support	\$54.00

## **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 arbitrator's 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 therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

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

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

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

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

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

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

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

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

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

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

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



a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

## Appendix L

### Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Theodore O. Will, FACHE (Name)  
1979 Marcus Avenue, 1st floor, Lake Success, NY 11042 (Address)  
(516) 326-7767 (Telephone Number)

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

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

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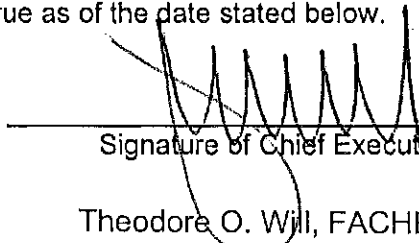
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4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating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

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

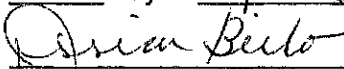
I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

9/4/2013  
Dated

  
Signature of Chief Executive Officer  
Theodore O. Will, FACHE  
Name of Chief Executive Officer

Sworn to before me this

4<sup>th</sup> day of September, 2013.

  
Notary Public

JESSICA LEIGH BIELO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01816082387  
Qualified in Nassau County  
My Commission Expires October 21, 2014

## BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is made part of the Contract for Services to which it is attached (as the same may be amended, modified, or supplemented the "Agreement") by and between Island Peer Review Organization, Inc., (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County").

### WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information, which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

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

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

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

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

### ARTICLE I. DEFINITIONS

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

Section 1.01 Business Associate. "Business Associate" shall have the meaning set forth in 45 C.F.R. §160.103.

Section 1.02 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

Section 1.03 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

Section 1.04 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Section 1.05 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

Section 1.06 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

Section 1.07 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 164.501.

Section 1.08 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

Section 1.09 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

Section 1.10 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

## ARTICLE II. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

Section 2.01 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part thereof. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate the Privacy Rule if done by the County. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

Section 2.02 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

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

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

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

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

### ARTICLE III. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

Section 3.01 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

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

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

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

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

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

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

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

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

(i) subject to Section 6.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

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

Section 3.02 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

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

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

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

(d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of

disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes repeated multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

#### ARTICLE IV. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

Section 4.01 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

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

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

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

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

Section 4.02 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

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



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

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

## ARTICLE V.COMPLIANCE WITH STANDARD TRANSACTIONS

Section 5.01 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

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

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

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

## ARTICLE VI.TERMS AND TERMINATION

Section 6.01 Term. This Addendum shall become effective as of the date of the last signature to this Addendum, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the Department, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 6.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 6.4.

Section 6.02 Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

Section 6.03 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole respective discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. The County in such case shall: (i) provide the Contractor with written notice of the existence of an alleged material breach; and (ii) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

Section 6.04 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

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

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

## *ARTICLE VII. INDEMNIFICATION*

Section 7.01 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

Section 7.02 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnatee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnatee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Section 7.03 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

#### ARTICLE VIII.CONFIDENTIALITY

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

#### ARTICLE IX.MISCELLANEOUS

Section 9.01 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 6.4, and 7, solely with respect to PHI the Contractor retains in accordance with Section 6.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely.

Section 9.02 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule, or any other applicable privacy law are materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

Section 9.03 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their

respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Section 9.04 Disputes. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Section 9.05 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the execution date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

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

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

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of \_\_\_\_\_, 2013.

NASSAU COUNTY

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

Print Name: Richard P. Walker

Title: Chief Deputy County Executive

Date: 11/13/13

Island Peer Review Organization, Inc.

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

Print Name: Theodore O. Will, FACHE

Title: Chief Executive Officer

Date: August 22, 2013

**Exhibit X**  
**New York State Department of Health**  
**Data Exchange Application and Agreement (DEAA)**

This Exhibit is required by the New York State Department of Health  
in all Agreements in which New York State Department of Health  
Medicaid Confidential Data will be accessed.

This Exhibit consists of the following 22 pages

# DATA EXCHANGE APPLICATION AND AGREEMENT (DEAA)

\_\_\_\_\_, 2013

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## DEAA Checklist

Please complete this form and include with completed DEAA.  
It will help insure that the DEAA is complete before submission to NYSDOH.

### DEAA

YES NO N/A

- ☒ ☐ ☐ Have you carefully read all DEAA Sections 1 - 10?
- ☒ ☐ ☐ Have you provided responses to all the questions in Sections 1 - 10?
- ☐ ☐ ☒ Have you attached a copy of your project's study proposal (see Section 2.B)?
- ☒ ☐ ☐ Have you/your contractors and subcontractors read the **Data Security Attestation** (Section 9)?
- ☐ ☐ ☐ Have you signed the **Executory Clause** (Section 10)?
- ☐ ☐ ☐ Have your contractors and subcontractors signed the **Executory Clause**?

### ATTACHMENTS to the DEAA

[Note: These may not apply to all requesters. Contact Caryl Shakshober at (518) 473-2230 if unsure.]

**A: Third Party Contractor Language/Amendment:** NYSDOH Counsel has provided the legal and regulatory citations that **MUST** be included in your **Agreement (i.e., MOU; MOA; Contract; Subcontract)** with NYSDOH, contractors or sub-contractors, either in the original document or as an amendment to your Agreement. (See Section 9.)

**B: HIPAA/Business Associate Agreement:** You and your contractors must read and sign an unmodified version of this attachment, which is to be submitted with the completed DEAA.

**C: Data Disposal Attestation Form:** To be completed at end of project.

**D: Guidelines Pertaining to HIV/AIDS-Related Data**

NOTE: NYSDOH requires that all vendors be aware of the special rules regarding the release of Medicaid Confidential Data (MCD) concerning persons with AIDS (See Section 9).

YES NO N/A

- ☒ ☐ ☐ Have you read **Attachment A**?
- ☒ ☐ ☐ Have you/your contractors read **Attachment B**?
- ☒ ☐ ☐ Have you/your contractors signed **Attachment B**?
- ☒ ☐ ☐ Have you read **Attachment C**?
- ☒ ☐ ☐ Have you read **Attachment D**?

## Data Exchange Application and Agreement

### 1. APPLICANT INFORMATION:

- A. Provide the name and title of the individual who can legally bind your company, agency or entity to the terms of this Agreement. The person who is named here must sign the **Executory Clause**. Also be sure to provide the legal name of the company, agency or entity, along with its address and telephone number. (See Section 10.)

Requester Name: Rob Walker

Title: Deputy County Executive

Agency: Nassau County Department of Social Services Telephone: (516) 227-7444

Address: 1550 Franklin Avenue, Mineola, New York 11501

Requester Name: Theodore O. Will, FACHE

Title: Chief Executive Officer

Agency: Island Peer Review Organization, Inc. Telephone: (516) 326-7767

Address: 1979 Marcus Avenue, Suite 105 Lake Success, NY

11042

Requester Name: Thomas Meyer

Title: Deputy MIG

Agency: Office of Medicaid Inspector General Telephone: \_\_\_\_\_

Address: 800 N. Pearl Street, Albany, NY 12204

- B. List the names of all staff, contractors and subcontractors who will have access to the data covered by this agreement. Also, identify staff responsible for the technical handling, data security, storage of the Medicaid Confidential Data/Protected Health Information (MCD/PHI). Please provide telephone numbers of individuals. (Note: You must inform us in writing of any new staff.)

#### Agency Staff - Nassau County Department of Social Services

- 1) Scott Skrynecki, 516-227-7788
- 2) Douglas Russell, 516-227-7105
- 3) Isidro Garcia, 516-227-7861
- 4) Mark Tynan, 516-227-7864
- 5) Mark Hollihan, 516-227-7381

#### Contractor Staff - Island Peer Review Organization, Inc.

- 1) Marilyn Zumbo - (516) 426-3300 ext. 102
- 2) Ravi Kunnokat - (516) 326-7767 ext. 171
- 3) Craig Francis - (516) 326-7767 ext. 594
- 4) George Davis - (516) 326-7767 ext. 217
- 5) Kevin Wong - (516) 326-7767 ext. 448
- 6)
- 7)
- 8)
- 9)
- 10)



## **Data Exchange Application and Agreement**

**Technical Staff - responsible for the technical handling, data security, storage of the Medicaid Confidential Data/Protected Health Information (MCD/PHI).**

### **2. PURPOSE OF PROJECT AND DATA USE:**

- A. Please describe why MCD/PHI is necessary to perform this project. Use of MCD/PHI for any purpose other than that listed is prohibited, unless the prior written approval of the NYSDOH has been obtained. (Many questions can be answered with aggregate data.)

**Nassau County will contract with Island Peer Review Organization, Inc. ("IPRO") for auditing services in order to analyze Medicaid confidential data for the detection of potential provider and/or recipient fraud, waste or abuse. Nassau will use the services of Island Peer Review Organization, Inc. ("IPRO") to detect potentially fraudulent, wasteful or abusive patterns of activity.**

- B. If this project is a policy analysis/evaluation study, please attach a separately labeled copy of your evaluation design for review.

**3. DELIVERABLES:**

Please note that publications related to this data must be reviewed and approved by the NYSDOH prior to publication. Approval will not be forthcoming until deliverables are made available to NYSDOH. It shall be noted that conclusions in the publication are not those of the NYSDOH unless NYSDOH agrees to this:

Please provide a brief description of the product to be produced as a result of obtaining Medicaid Confidential Data/Protected Health Information:

---

**Island Peer Review Organization, Inc., ("IPRO") under the direction of the Nassau County Department of Social Services, will analyze and audit Medicaid confidential data in order to detect potential provider and/or recipient fraud, waste or abuse.**

Please note the date that draft reports of this project will be transmitted to NYSDOH for review: **Draft audit reports will be submitted periodically as prepared.**

---

**4. DATA ELEMENTS AND CLAIM FILES REQUESTED:**

A. Specify the individual Medicaid record level data elements needed for this request:

**Access to the claims related tables in the eMedNY data warehouse including claims, denied claims, recipients, providers, diagnoses, procedures, encounters, drugs, and legacy formulary, using the minimum number of data elements for each task.**

B. Specify the dates of the claim files requested:

**Five years of data.**

**NOTE: No individual claim specific data in any form shall be PERMANENTLY combined with another database or information sharing and retrieval system. Also, data must be returned or destroyed at the end of this project (See Attachment C - Attestation on Data Disposal).**

**5. DATES OF THIS PROJECT:**

List the beginning and end date of this project:

Begin Date: **Approval Date of the Data Exchange Agreement**

End Date: **September 30, 2014**

**6. STORAGE & DISPOSAL OF MEDICAID CLAIMS DATA:**

A. Storage of Data - How will the data be stored?

**For this project, the Medicaid data will be stored in the following manner:**

**The electronic data will be stored on IPRO's file server. The physical data collected in connection with the Medicaid audits is secured in locked file cabinets in a secure room. Only the team members assigned to the project have access to the electronic and physical data.**

B. Disposal of Data - Confidentiality regulations require that data be stored securely and destroyed, or returned, at the completion of this project:

1. Data will be:

- |   |                          |
|---|--------------------------|
| <input checked="" type="checkbox"/> Returned by IPRO to NCDSS | Date: September 30, 2014 |
| <input type="checkbox"/> Destroyed by shredding               | Date: _____              |
| <input type="checkbox"/> Destroyed by crushing .....          | Date: _____              |
| <input type="checkbox"/> Destroyed by forensic cleaning ..... | Date: _____              |

2. If you elect to destroy the data, you must submit an affidavit specifying the date of destruction and the method/s of destruction. Further, the applicant agrees to accomplish the destruction of the data and the submission of the attestation within 30 days of the date set forth in **Sect. 6.B** preceding. **(See copy of Data Disposal Attestation Form - Attachment C.)**

C. NYSDOH requires all agencies handling individual recipient data records to keep a record of data use. Additionally, NYSDOH reserves the right to audit such agency records on data outlined in this request to ensure compliance with this application.

D. This application shall be terminated by NYSDOH if any of the specified terms and conditions are not adhered to.

**7. MODIFICATIONS:**

All modifications to this agreement must be submitted in writing to and approved by the New York State Department of Health, Office of Health Insurance Programs.

**8. LIMITATIONS & LIABILITIES:**

The New York State Department of Health will not be responsible for any loss due to data exchange.

**9. ATTESTATION REGARDING PRIVACY/SECURITY OF MEDICAID CONFIDENTIAL DATA:**

Applicant, contractors and subcontractors hereby agree to note all and all confidentiality language for Third Party Contractors found in **Attachment A** of the DEAA, and that these citations must be included in all MOU, MOA, Subcontracts or Contract.

Applicant recognizes that all Medicaid Confidential Data/Protected Health Information (MCD/PHI) is owned by NYSDOH, and agrees that applicant is designated as Custodian of the MCD/PHI released under this DEAA. Applicant will be responsible for, in its hands or in the hands of its contractors/subcontractors for use of MCD. Applicant will also be responsible for the establishment and maintenance of security, as specified in an attached HIPAA compliant Security Document, to prevent unauthorized use of MCD. The applicant represents and warrants that such data will not be disclosed, released, revealed or showed, or access granted to any person or entity other than those listed in Section 1 of this DEAA.

Applicant agrees to establish and insure that its contractors/subcontractors, if any, establish appropriate administrative, technical and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use of or access to the data. The safeguards shall provide a level and scope of security that is not less than the level and scope of security established by the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).

There should be no release of MCD/PHI unless written permission is received from NYSDOH. No individual claim-specific data in any form shall be combined or become a permanent part of another database or information sharing and retrieval system. Any use of individual recipient record data beyond this application must have the written approval of NYSDOH, Office of Health Insurance Programs.

Applicant, its contractors and subcontractors agree to sign the Federal Health Insurance Portability and Accountability Act / Business Associate Agreement (HIPAA/BAA), as found in **Attachment B** that also meets the standards set by NYSDOH.

Applicant agrees that all staff identified as having access to the MCD/PHI in any BAA, MOU, MOA, Contract, Subcontracts must match the list contained in Section 1 of the DEAA.

Applicant agrees that the statement of work to be done in the BAA, MOU, MOA, Subcontracts or Contract must match that described in Section 2 of the DEAA.

Applicant agrees that the duration of the BAA, MOU, MOA, Subcontracts or Contract must match the "start" and "end" date as stated in the DEAA.

Any description of destruction or return of MCD/PHI must match that as stated in the DEAA.

**10. EXECUTORY CLAUSE: (MUST BE SIGNED):**

**CONFIDENTIALITY CERTIFICATION**  
**BY**

**("Name of Applicant" and Office Held):**

**Rob Walker, Deputy County Executive, Nassau County Department of Social Services, Island Peer Review Organization, Inc., Office of Medicaid Inspector General**

**(Executory Clause):**

It is understood by and between the parties that this Agreement shall be deemed executory to the extent of the resources available to NYSDOH Medicaid program and no liability on account thereof shall be incurred by the NYSDOH Medicaid beyond the resources available thereof.

**To New York State Department of Health ("Department"):**

The Applicant has requested the following Medicaid confidential data (describe data): **claims related tables in the eMedNY data warehouse including claims, denied claims, recipients, providers, diagnoses, procedures, encounters, drugs, and legacy formulary, using the minimum number of data elements for each task ("the data")** to (state purpose and legal authority): **analyze Medicaid confidential data for the detection of potential provider and/or recipient fraud, waste or abuse as part of the administration of the Medicaid program** for periods (dates): **approval date of the Data Exchange Agreement**, and application will expire on (date): **September 30, 2014**.

Section 1902(a) (7) of the federal Social Security Act and Section 369 (4) of the Assistance Social Services Law, require that Medicaid Confidential Data be treated as confidential and used or disclosed only for a purpose directly connected with the administration of the Medical Assistance program.

The Applicant certifies to the Department that the Applicant, its officers, employees, agents or subcontractors will adhere to these Medicaid confidentiality standards and provisions of the legal authority cited by the applicant. The Applicant will provide the following controls to ensure confidentiality of the data:

1. The data may be used only for the purpose listed in this Application.
2. Only listed Applicant staff who require the data to perform functions listed in this Application may be given access to the data. Such staff will be instructed by the Applicant in the confidential nature of the data and its proper handling.
3. The data will be secured in locked storage receptacles when the data are not under the direct and immediate control of an authorized Applicant staff member engaged in work under this Application.
4. The data, including any copies made by the Applicant, will be returned to the Department by the Applicant upon completion the Application purpose, or with prior written Department approval, the data may be destroyed by the Applicant after its use and a written confirmation provided by the Applicant to the Department of such destruction.

**Data Exchange Application and Agreement**

(Applicant): Nassau County Department of Social Services makes this Confidentiality Certification and Executory Clause as a condition for receipt of confidential Medicaid information and to ensure maintenance of confidentiality and security of the data pursuant to the aforementioned laws.

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

Signature of Commissioner / CEO: \_\_\_\_\_

Signer's Name (please print): Rob Walker, Deputy County Executive

Organization: Nassau County Department of Social Services

Address: 1550 Franklin Avenue, Mineola, New York 11501

State of New York

}ss.:

County of Nassau

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notarization

(Applicant): Island Peer Review Organization, Inc. makes this Confidentiality Certification and Executory Clause as a condition for receipt of confidential Medicaid information and to ensure maintenance of confidentiality and security of the data pursuant to the aforementioned laws.

Date: 9/4/2013

Signature of Commissioner / CEO: \_\_\_\_\_

Signer's Name (please print): Theodore O. Will

Organization: Island Peer Review Organization, Inc.

Address: 1979 Marcus Avenue, Lake Success, New York 11042-1072

State of New York

}ss.:

County of Nassau

Subscribed and sworn to before me on this 4<sup>th</sup> day of September, 2013

Jessica Biele  
Notarization

JESSICA LEIGH BIELO  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01BI6062387  
Qualified in Nassau County  
My Commission Expires October 21, 2014

**Data Exchange Application and Agreement**

(Applicant): **Office of Medicaid Inspector General** makes this Confidentiality Certification and Executory Clause as a condition for receipt of confidential Medicaid information and to ensure maintenance of confidentiality and security of the data pursuant to the aforementioned laws.

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

Signature of Commissioner / CEO: \_\_\_\_\_

Signer's Name: **Thomas Meyer, Deputy MIG**

Organization: **Office of Medicaid inspector General**

Address: **800 North Pearl Street, Albany, NY 12204**

State of New York

County of \_\_\_\_\_ }ss.:

Subscribed and sworn to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Notarization

***Please send your completed copy of this application to:***

***Caryl Shakshober, Privacy Coordinator  
Bureau of Quality & Evaluation-Medicaid Statistics & Program Analysis  
NYSDOH/OHIP  
99 Washington Avenue – Room 720  
Albany, NY 12210***

**11. ATTACHMENTS:**

**Attachment A:** Third Party Contractor Language

**Attachment B:** HIPAA Business Associate Agreement

**Attachment C:** Data Disposal Attestation Form

**Attachment D:** Guidelines Pertaining to HIV/AIDS Related Data

**Attachment E:** Island Peer Review Organization, Inc. ("IPRO")  
PRIVACY POLICY STATEMENT.....



**ATTACHMENT A**

**CONFIDENTIALITY LANGUAGE FOR THIRD PARTY CONTRACTS**

The federal Center for Medicare and Medicaid Services (CMS) requires that all contracts and/or agreements executed between the Department of Health and any second party that will receive Medicaid Confidential Data must include contract language that will bind such parties to ensure that contractor(s) abide by the regulations and laws that govern the protection of individual, Medicaid confidential level data. This notification requires that you include the following language in this contract and all future contracts that will govern the receipt and release of such confidential data:

Medicaid Confidential Data/Protected Health Information includes all information about a recipient or applicant, including enrollment information, eligibility data and protected health information.

You must comply with the following state and federal laws and regulations:

- Section 367b(4) of the NY Social Services Law
- New York State Social Services Law Section 369 (4)
- Article 27-F of the New York Public Health Law
- Social Security Act, 42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302, 42 C.F.R. Part 2
- The Health Insurance Portability and Accountability act (HIPAA), at 45 CFR Parts 160 and 164

Please note that MCD released to you may contain AIDS/HIV related confidential information as defined in Section 2780(7) of the New York Public Health Law. As required by New York Public Health Law Section 2782(5), the following notice is provided to you:

"This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for the release for further disclosure."

**Data Exchange Application and Agreement**

**Alcohol and Substance Abuse Related Confidentiality Restrictions:**

Alcohol and substance abuse information is confidential pursuant to 42 C.F.R. Part 2. General authorizations are ineffective to obtain the release of such data. The federal regulations provide for a specific release for such data.

You agree to ensure that you and any agent, including a subcontractor, to whom you provide MCD/PHI, agrees to the same restrictions and conditions that apply throughout this Agreement. Further, you agree to state in any such agreement, contract or document that the part to whom you are providing the MCD/PHI may not further disclose it without the prior written approval of the New York State Department of Health. You agree to include the notices preceding, as well as references to statutory and regulatory citations set forth above, in any agreement, contract or document that you enter into that involves MCD/PHI.

**ANY AGREEMENT, CONTRACT OR DOCUMENT WITH A SUBCONTRACTOR MUST CONTAIN ALL OF THE ABOVE PROVISIONS PERTAINING TO CONFIDENTIALITY. IT MUST CONTAIN THE HIV/AIDS NOTICE AS WELL AS A STATEMENT THAT THE SUBCONTRACTOR MAY NOT USE OR DISCLOSE THE MCD WITHOUT THE PRIOR WRITTEN APPROVAL OF THE NYSDOH, MCDRC.**

**Applicant/Contractor**

Signature: ..... Date: ..../...../.....

Name Printed: Rob Walker, Deputy County Executive

Company: Nassau County Department of Social Services

**Second Applicant/Contractor**

Signature: ..... Date: 9.14.2013

Name Printed: Theodore O. Will

Company: Island Peer Review Organization, Inc.

**Third Applicant/Contractor**

Signature: ..... Date: ..../...../.....

Name Printed: Thomas Meyer, Deputy MIG

Company: Office of Medicaid Inspector General

**ATTACHMENT B**

**HIPAA Business Associate Agreement**

**Federal Health Insurance Portability and Accountability Act (HIPAA)**

**I. Definitions:**

- (a) A "Business Associate" shall mean Island Peer Review Organization, Inc. ("IPRO").
- (b) The "Covered Program," shall mean Nassau County Department of Social Services.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.
- (d) "This Agreement" shall mean this Business Associate appendix as well as all other provisions pertaining to confidentiality in the agreement to which it is attached.

**II. Obligations and Activities of the Business Associate:**

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic Protected Health Information that it creates receives, maintains or transmits on behalf of the Covered Entity pursuant to this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable. The Business Associate also agrees to report to the Covered Entity any security incident of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

## Data Exchange Application and Agreement

- (f) The Business Associate agrees to provide access, at the request of the Covered Program and in the time and manner designated by the Covered Program to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program to an Individual in order to meet the requirements under 45 CFR 164.524, if the Business Associate has Protected Health Information in a designated record set.
- (g) The Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an Individual, and in the time and manner designated by Covered Program, if the Business Associate has Protected Health Information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) No disclosures shall be made without the prior written permission of the Covered Program.
- (k) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### III. Permitted Uses and Disclosures by Business Associate

#### (a) General Use and Disclosure Provisions

Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Program as specified in the Agreement to which this is an addendum, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Program.

#### (b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required

## Data Exchange Application and Agreement

by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (2) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR '164.502(j)(1).

### IV. Obligations of Covered Program(s)

Provisions for the Covered Program to Inform the Business Associate of Privacy Practices and Restrictions

- (a) The Covered Program shall notify the Business Associate of any limitation(s) in its notice of privacy practices of the Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of Protected Health Information.
- (b) The Covered Program shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate's use or disclosure of Protected Health Information.
- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

### V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program

### VI. Term and Termination

- (a) *Term.* Effective October 1, 2013 in the event of termination for any reason, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, the Covered Program in a contractual relationship with the Business Associate may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the contract if the

## Data Exchange Application and Agreement

Business Associate does not cure the breach and end the violation within the time specified by that Covered Program, or the Covered Program, may immediately terminate this Agreement and contract if the Business Associate has breached a material term of this Agreement and cure is not possible.

### *(c) Effect of Termination.*

- (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of the Business Associate.
- (2) In the event that the Covered Program determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program, notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such Protected Health Information.

## VII. Violations

- (a) It is further agreed that any violation of this Agreement may cause irreparable harm to the Covered Program, therefore the Covered Program may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.
- (b) The Business Associate shall indemnify and hold the Covered Program harmless against all claims and costs resulting from acts/omissions of the Business Associate in connection with the Business Associate's obligations under this agreement. This provision shall survive the expiration or termination of this agreement.

## *Miscellaneous*

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI and VII of this Agreement shall survive the term termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning

## Data Exchange Application and Agreement

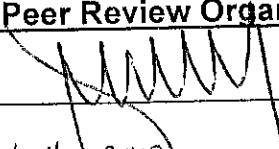
that permits the Covered Program to comply with the HIPAA Privacy Rule.

(e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.

(f) *HIV/AIDS*. If HIV/AIDS information is to be disclosed under this agreement, the Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

Name: Theodore O. Will

Entity: Island Peer Review Organization, Inc.

Signature: 

Date: Sept. 4, 2013

Name: Rob Walker, Deputy County Executive

Entity: Nassau County Department of Social Services

Signature: 

Date: 11/13/13

Name: Thomas Meyer, Deputy MIG

Entity: NYS Office of Medicaid Inspector General

Signature: \_\_\_\_\_

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

Name: Caryl Shakshober, Privacy Coordinator

Entity: NYS DOH Office of Health Insurance Programs

Signature: \_\_\_\_\_

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

**ATTACHMENT C**

**DATA DISPOSAL ATTESTATION FORM**

**AFFIDAVIT**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.:

1. My name is \_\_\_\_\_ and I reside at \_\_\_\_\_
2. I am employed at \_\_\_\_\_, which is located at \_\_\_\_\_
3. Medicaid Confidential Data, *i.e.*,

\_\_\_\_\_ were obtained from the New York State Department of Health pursuant to Data Exchange Application and Agreement (DEAA) No. \_\_\_\_\_. This DEAA was entered into for the following purpose:

\_\_\_\_\_ This project was completed on: \_\_\_\_\_.

4. I understand that this project specifically prohibits the use of the Medicaid data for any purpose, other than the purpose of which was stated in the DEAA, without the prior written approval of the New York State Department of Health, Office of Health Insurance Programs. As the project has been completed, I understand that the Medicaid data may no longer be used for any purpose whatsoever.
5. Please check one of the following responses regarding the return of Medicaid Confidential Data:  
☐ Previously returned on: \_\_\_\_\_ (Include copy of cover letter to NYSDOH)  
☐ Date to be returned: \_\_\_\_\_ (Include date)  
☐ Destroyed on: \_\_\_\_\_ (Include date)



**Data Exchange Application and Agreement**

6. I understand that there are civil and criminal penalties for violations of the following laws and regulations pertaining to the confidential nature of the Medicaid data: Section 367b(4) of the NY Social Services Law.

- New York State Social Services Law Section 369 (4)
- Article 27-F of the New York Public Health Law
- Social Security Act, 42 USC 1396a (a)(7)
- Federal regulations at 42 CFR 431.302.; 42 C.F.R. Part 2
- The Health Insurance Portability and Accountability act (HIPAA), at 45 CFR Parts 160 and 164.

7. I have retained none of the MCD/PHI disclosed to me under the above-referenced DEAA and I understand that any MCD/PHI that I might recall from memory remains confidential.

\_\_\_\_\_  
SIGNATURE

Subscribed and sworn before me on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY

PUBLIC

**ATTACHMENT D**

**GUIDELINES PERTAINING TO HIV/AIDS RELATED DATA**

**INDIVIDUAL LEVEL MEDICAID AIDS DATA PROVISIONS**

**I. GENERAL PROVISIONS**

Applicants must be aware that Medicaid data will include HIV/AIDS related data and information.

HIV/AIDS confidentiality is provided for in Article 27-F of the Public Health Law, Sections 2780 through 2787. Section 2782 (subd. 6, part b) provides in part: "Confidential HIV related information relating to a recipient of [health or social] services may be disclosed in accordance with regulations promulgated pursuant to [Section 2786(2)(a)] of this article to an authorized employee or agent of [a provider of health or Health] or [a federal, state or local government agency supervising or monitoring the provider or administering the program under which the service is provided], when reasonably necessary for such supervision, monitoring, administration, or provision of such service. Section 2782 (sub 5. Paragraph) provides in part: "Whenever disclosure of confidential HIV related information is made pursuant to this article, except for disclosures made pursuant to paragraph (a) of this subdivision one of this section or paragraph (a) or (e) of subdivision four of this section, such disclosure shall be accompanied or followed by a statement in writing which includes the following or substantially similar language: "This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure." An oral disclosure shall be accompanied or followed by such a notice within ten days.

In response to the requirements of Section 2786 of the Public Health Law, the New York State Department of Social Services has promulgated a regulation at 18 NYCRR 360-8.1 entitled "Confidentiality of HIV and AIDS related information." This section applies to confidential HIV related information obtained in the course of administering the Medicaid program. Section 360-8.1(c) provides in part:

"Confidential HIV related information can be used or disclosed only for a purpose which is directly connected with the administration of the Medicaid program and consistent with the limitations of section 2782 of the Public Health Law relating to persons to whom or entities to which confidential HIV related information may be disclosed. As applied to this section, such a purpose may include supervision, monitoring, administration or provision of Medicaid care, services and supplies."

Bringing these standards together, then, disclosure of recipient identifiable Medicaid AIDS data is only permissible for a purpose directly connected with Medicaid administration which may include supervision, monitoring, administration or provision of Medicaid care, services and supplies.

## II. PRACTICAL CONSIDERATIONS AND CONSTRAINTS

- A. In supplying individual HIV/AIDS data records extracts may be used rather than all claims records/files.
- B. Only encrypted person level data will be shared (no name, scrambled ID), and all records must be handled as confidential because enough information exists on records to compromise recipient identity.
- C. No files will be released until the New York State Department of Health has tested them to assure accuracy.



Contract ID#: CQSS13000022

Department: Social Services

## Contract Details

**E-213-14**

SERVICE Medicaid Fraud Svcs

NIFS ID #: CLSS14000042

NIFS Entry Date: 07/02/14

Term: from 10/01/14 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	
Name: Island Peer Review Organization (IPRO)	Vendor ID#: 112662689
Address: 1979 Marcus Avenue, Lake Success, NY 11042-1072	Contact Person: Theodore O. Will Email: twill@ipro.org Phone: 516-326-7767

County Department
Department Contact: Michael Kanowitz
Address: 60 Charles Lindberg Blvd Phone: 516-227-452

## Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & For'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appr (Dept Head)	<input type="checkbox"/> 7/10/14	<i>[Signature]</i>	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 7/28	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if Blanket resolution
8/4/14	County Attorney	CA PE & Insurance Verification	<input checked="" type="checkbox"/> 8/4/14	<i>[Signature]</i>	
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 8/6/14	<i>[Signature]</i>	
	Legislative Affairs	Filed Orig. and Contract to CO	<input type="checkbox"/> 8/28/14	<i>Gregory A. May</i>	
	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"/> 8/29/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> 8/29/14	<i>[Signature]</i>	
	County Executive	Verification Filed with Clerk of the Leg	<input type="checkbox"/> 8/29/14	<i>[Signature]</i>	



## Contract Summary

Description: Medicaid Fraud Services

Purpose: The New York State Association of Counties and its member counties have been working with the New York State Office of Medicaid Inspector General ("OMIG") on a demonstration project ("Demo Project") designed to assist the State in tackling Medicaid fraud, waste and abuse at the county level. The Vendor is qualified to provide Medicaid compliance services. *(To extend contract for fifteen (15) months under the terms of the original agreement.)*

Method of Procurement: RFP

Procurement History: This is the first time we are using this vendor.

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall involve the conducting of financial & forensic audits in accordance & compliance with NYS auditing policies and standards and data analysis, utilizing a variety of tools and methods, to assist the County in identifying Medicaid fraud, waste and abuse by providers of Medicaid services. Assist the County in developing leads and identifying appropriate targets for audits using independently obtained information and information provided by the County, including but not limited to information obtained through IBM's VerifyNY reports, information maintained by the State Department of Health ("DOH") and the Department relating to Medicaid expenditures as well as from other reliable sources of leads and information.

Impact on Funding / Price Analysis: Federal 50 % State 50 % County    %

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

## Advisement Information

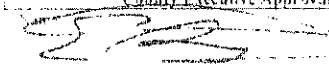


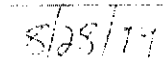
BUDGET CODES	
Fund:	GEN
Control:	24
Resp:	2400
Object:	DE500
Transaction:	CQ
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$
Federal	\$ 130,000.00
State	\$ 130,000.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 360,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	SSGEN2400 Description	\$360,000.00
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$ 360,000.00</b>

Document Prepared By:

Date:

<b>NYS Certification</b>	<b>Comptroller Certification</b>	<b>County Executive Approval</b>
I certify that this document was approved by NYS.	I certify that all unencumbered balances shown on this contract are properly accounted for and are available for expenditure.	
		
DATE: 11/20/17	DATE: 11/20/17	DATE: 8/25/17
PR5254 (8-04)		E.#:





## AMENDMENT NO. I

This AMENDMENT, dated as of October 1, 2014, (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) and Island Peer Review Organization, Inc. ("IPRO"), a national not-for-profit organization, having its principal office at 1979 Marcus Avenue, Lake Success, New York 11042-1072 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000022 between the County and the Contractor, executed on behalf of the County on November 13, 2013 (the "Original Agreement"), the Contractor provides Medicaid Fraud Investigation 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 October 1, 2013 through September 30, 2014 (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Three Hundred Sixty Thousand Dollars and 00/100 (\$360,000.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement.

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for fifteen (15) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2015.

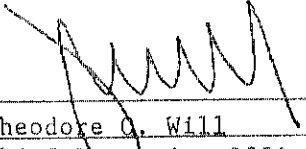
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Sixty Thousand Dollars and 00/100 (\$360,000.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Seven Hundred Twenty Thousand Dollars and 00/100 (\$720,000.00) (the "Amended Maximum Amount").

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.

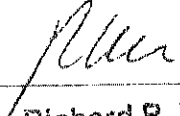
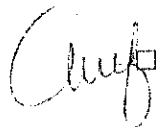


IN WITNESS WHEREOF, the Agency and the County have executed this Agreement as of the date first above written.

ISLAND PEER REVIEW ORGANIZATION, INC.

By:   
Name: Theodore G. Will  
Title: Chief Executive Officer  
Date: July 8, 2014

NASSAU COUNTY

By:   
Name: Richard P. Walker  
Title: County Executive  
~~Chief Deputy County Executive~~  
 ☐ Deputy County Executive  
Date: 10/14/14

PLEASE EXECUTE IN BLUE INK

118791



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 11 day of October in the year 2014 before me personally came Richard R. Walter 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 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.

Concetta A. Petrucci  
NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01700000008  
Qualified in Nassau County  
Commission Expires April 02, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 8<sup>th</sup> day of July in the year 2014 before me personally came Theodore C. Will 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 Chief Executive Officer of IPRO, 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

Sharon M. Malcolm  
SHARON M. MALCOLM  
Notary Public, State of New York  
No. 01MA6171990  
Qualified in Nassau County  
Commission Expires August 6, 2015



Contract ID#: COSS13000022Department: Social Services

## Contract Details

SERVICE: Medicaid Fraud SvcsNIFS ID #: CLSS16000012NIFS Entry Date: 02.24.16Term: 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 R/S#	

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: <u>Island Peer Review Organization (IPRO)</u>	Vendor ID#: <u>112662689</u>
Address: <u>1979 Marcus Avenue,</u>	Contact Person: <u>Theodore C. Will</u>
<u>Lake Success, NY 11042-1672</u>	Email: <u>twill@ipro.org</u>
	Phone: <u>516-326-7767</u>

County Department
Department Contact: <u>Michael Kantowitz</u>
Address: <u>90 Charles Lindberg Blvd</u>
Phone: <u>516-227-7452</u>

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appl (Dept Head)	<input type="checkbox"/> <u>4/26/16</u>	<u>[Signature]</u>	
	OMB	NIFS Approval	<input type="checkbox"/> <u>3/16/16</u>	<u>[Signature]</u>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
<u>3/16/16</u>	County Attorney	CI, RE & Insurance Verification	<input checked="" type="checkbox"/> <u>3/16/16</u>	<u>[Signature]</u>	
<u>3/16/16</u>	County Attorney	CI Approval as to form	<input checked="" type="checkbox"/> <u>3/16/16</u>	<u>[Signature]</u>	
	Legislative Affairs	Fwd'd Original Contract to CI	<input type="checkbox"/>		
	Rules <input type="checkbox"/> Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<u>3/16/16</u>	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> <u>3/16/16</u>	<u>[Signature]</u>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/> <u>3/16/16</u>	<u>[Signature]</u>	
<u>3/16/16</u>	County Executive	Notarization Filed with Clerk of the Leg	<input checked="" type="checkbox"/> <u>3/16/16</u>	<u>[Signature]</u>	





Contract ID#: CQSS13000022Department: Social Services

## Contract Summary

Description: Medicaid Fraud Services
Purpose: The New York State Association of Counties and its member counties have been working with the New York State Office of Medicaid Inspector General ("OMIG") on a demonstration project ("Demo Project") designed to assist the State in tackling Medicaid fraud, waste and abuse at the county level. The Vendor is qualified to provide Medicaid compliance services. <i>(To amend contract to extend for a one year period under the terms of the original agreement.)</i>
Method of Procurement: RFP
Procurement History: This is the first time we are using this vendor.

Description of General Provisions: The services to be provided by the Contractor under this Agreement shall involve the conducting of financial & forensic audits in accordance & compliance with NYS auditing policies and standards and data analysis, utilizing a variety of tools and methods, to assist the County in identifying Medicaid fraud, waste and abuse by providers of Medicaid services. Assist the County in developing leads and identifying appropriate targets for audits using independently obtained information and information provided by the County, including but not limited to information obtained through IBM's VerifyNY reports, information maintained by the State Department of Health ("DOH") and the Department relating to Medicaid expenditures as well as from other reliable sources of leads and information

Impact on Funding / Price Analysis: Federal 50 % State 50 % County     %

Change in Contract from Prior Procurement: No Change

Recommendation: (approve as submitted)

## Advisement Information

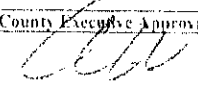
BUDGET CODES		FUNDING SOURCE		AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund	GEN	Revenue Contract	<input type="checkbox"/>	XXXXXXXX	1		\$
Control	24	County		\$	2		\$
Resp	2400	Federal		\$ 75,000.00	3	SSGEN2400 DE500	\$150,000.00
Object	DE500	State		\$ 75,000.00	4		\$
Transaction	CQ	Capital		\$	5		\$
		Other		\$	6		\$
		TOTAL		\$ 150,000.00	TOTAL		\$ 150,000.00

RENEWAL	
% Increase	
% Decrease	

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

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

NYS Certification	Comptroller Certification	County Executive Approval
I certify that this document has been accepted and approved by the County Executive.	I certify that an unencumbered balance sufficient to cover this contract is available in the appropriation to be charged.	Signature: 
Date: <u>7/15/16</u>	Date: <u>7/15/16</u>	Date: <u>7/15/16</u>
Print Name: <u>[Signature]</u>	Print Name: <u>[Signature]</u>	Print Name: <u>[Signature]</u>
126415		F. #:



## 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) and Island Peer Review Organization, Inc. ("IPRO"), a national not-for-profit organization, having its principal office at 1979 Marcus Avenue, Lake Success, New York 11042-1072 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQSS13000022 between the County and the Contractor, executed on behalf of the County on November 13, 2013 as amended by the amendment executed on behalf of the County on October 14, 2014, as so amended, (the "Original Agreement"), the Contractor provides Medicaid Fraud Investigation 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 October 1, 2013 through December 31, 2015 (the "Original Term");

WHEREAS, the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Seven Hundred Twenty Thousand Dollars and 00/100 (\$720,000.00) (the "Maximum Amount"); and

WHEREAS, the County and the Contractor desire to renew the Original Agreement.

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

1. Renewal Term. The Original Agreement shall be renewed and thereby 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 One Hundred Fifty Thousand Dollars and 00/100 (\$150,000.00), payable for Services rendered during the renewal 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 Eight Hundred Seventy Thousand Dollars and 00/100 (\$870,000.00) (the "Amended Maximum Amount").

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.



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

ISLAND PEER REVIEW ORGANIZATION, INC.

By: Alan F. King  
Name: Alan F. King  
Title: Sr. VP & Chief Financial Officer  
Date: February 17, 2016

NASSAU COUNTY

By: Charles Robards  
Name: Charles Robards  
Title: County Executive

☒ Deputy County Executive

Date: 7/2/16

PLEASE EXECUTE IN BLUE INK

125614



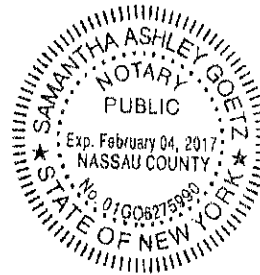
STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 7 day of JULY in the year 2016 before me personally came CHARLES RIBANDO 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 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




STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 17 day of February in the year 2016 before me personally came Alan F. King to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the CEO of I PRO, 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

ROSENDA LIMA  
Notary Public, State of New York  
No. 01LI6162766  
Qualified in Nassau County  
Commission Expires March 19, 2017

