



# E-160-19

**NIFS ID:CLCC19000004 Department: Corrections Center/Sheriff**

**Capital:**

SERVICE: MEDICAL SERVICES

Contract ID #:CQCC17000012

NIFS Entry Date: 02-JUL-19

Term: from 01-SEP-19 to 29-FEB-20

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

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

<b>Vendor Info:</b>	
Name: Nassau Health Care Corporation	Vendor ID#: [REDACTED]
Address: [REDACTED] [REDACTED] [REDACTED]	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: JOANNE OWEIS
Address: 100 CARMAN AVE EAST MEADOW, NY 11554
Phone: 516-572-3457

## Routing Slip

Department	NIFS Entry: X	02-JUL-19 -- PREISSMAN
Department	NIFS Approval: X	02-JUL-19 -- MTAM
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	03-JUL-19 -- IQURESHI
OMB	NIFS Approval: X	02-JUL-19 -- NGUMIENIAK
County Atty.	Insurance Verification: X	02-JUL-19 -- AAMATO
County Atty.	Approval to Form: X	02-JUL-19 -- MMISRA

CPO	Approval: X	03-JUL-19 -- KOHAGENCE
DCEC	Approval: X	08-JUL-19 -- JCHIARA
Dep. CE	Approval: X	08-JUL-19 -- TFOX
Leg. Affairs	Approval/Review: X	08-JUL-19 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

## Contract Summary

**Purpose:** This is an amendment to a contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center. The original contract expires on August 31, 2019. The County issued a Request for Expressions of Interest (iRFEIi) on January 18, 2019 to identify interest from health care providers that would be capable of providing the contract services on a long-term basis. The County reviewed the responses to the RFEI and concluded that the best interests of the County would be served by entering into a new contract with Nassau Health Care Corporation (iNHCCI) to provide the contract services on a long-term basis. In order to negotiate a long-term contract to provide the contract services, including performance metrics, the County and NHCC desire to extend the term of the original contract for (6) six months. Additionally, the County and NHCC desire to amend the Financial Provisions Section of the original contract to designate the County as the payor of last resort for certain claims to facilitate reimbursement from any primary payor(s) (as such term is defined under the proposed amendment 1, iPrimary Payori) that may exist that provide health care coverage to the inmate. We anticipate that this provision will allow retroactive claims to New York State for Medicare and Medicaid that will save the county over a million dollars. This Contract will not take effect until NHCC Board approves the Amendment.

**Method of Procurement:** Contract amendment. See procurement history below.

**Procurement History:** NHCC is a preferred provider of healthcare services pursuant to the Successor Agreement dated as of November 1, 2007 by and between the County and NHCC. The original contract followed two RFP solicitations (issued in August 2016 and February 2017) that resulted in no contract awards for the inmate health care services.

**Description of General Provisions:** NHCC, through Nassau University Medical Center or other third-party providers, will be responsible for providing medical, mental health, dental and ancillary services to inmates incarcerated at the Nassau County Correctional Center, including operating an on-site infirmary and making appropriate referrals for hospital admissions, emergency room visits and offsite services not available at the Nassau County Correctional Center.

**Impact on Funding / Price Analysis:** Under the payment terms of the original contract, which will be continued under this amendment, the County will pay all actual costs associated with the provision of health care services at the Nassau County Correctional Center, including personnel salaries, fringe benefits, supplies, contracts, insurance policies, licensing fees and all other costs associated with the provision of services at the Nassau County Correctional Center. The County will also pay NHCC an administrative fee in an amount equal to the greater of \$3 million or 16.7% of the annual total cost associated with the provision of services at the Nassau County Correctional Center. The County will make a monthly payment to NHCC in the amount of \$1.5 million plus 1/12 of an estimated \$3 million administrative fee, subject to quarterly reconciliation to actual costs.

With respect to health care services delivered outside of the Nassau County Correctional Center, the County is responsible for payment of: (i) Hospital-based health care services provided at Nassau University Medical Center or any other NHCC facility; (ii) Ancillary services by third-party providers, such as laboratory, pathology, radiology and other diagnostic and monitoring services, as

well as optometry, pharmacy, and medical waste removal; (iii) services contracts; and (iv) licensing fees.

The County is also responsible for maintaining the Nassau County Correctional Center in good repair and condition, including a commitment of capital funds.

The County indemnifies NHCC for liability arising out of NHCC's delivery of health care services at the Nassau County Correctional Center and the County is responsible for obtaining an insurance policy.

In order to reduce the cost of claims, under the terms of this amendment, NHCC will cooperate with the County to identify Nassau County Correctional Center inmates enrolled in any Primary Payor plans, and screen and enroll patients into such Primary Plans. If an inmate patient is enrolled in a Primary Payor plan, NHCC will first bill the Primary Payor and the County will only be responsible for any amounts under the claim not covered by the Primary Payor. To the extent an inmate is covered by a Primary Payor, the County will be considered the payor of last resort. Additionally, NHCC and the County will identify Primary Payors that can be billed for services performed prior to the execution of this amendment, dating to the commencement date of the original contract (September 1, 2017) and NHCC will bill the Primary Payors to the extent allowed by such Primary Payors.

**Change in Contract from Prior Procurement:** N/A

**Recommendation:** (approve as submitted) APPROVE AS SUBMITTED

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE524
Transaction:	
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue	
Contract:	
County	\$ 7,000,000.00
Federal	\$ 0.00
State	\$ 0.00
Capital	\$ 0.00
Other	\$ 0.00
<b>TOTAL</b>	<b>\$ 7,000,000.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
10	CCGEN1320/DE524	\$ 7,000,000.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
		\$ 0.00
	<b>TOTAL</b>	<b>\$ 7,000,000.00</b>



# Nassau County Interim Finance Authority

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

1. **Vendor:** Nassau Health Care Corporation

2. **Dollar amount requiring NIFA approval:** \$10500000

**Amount to be encumbered:** \$7000000

This is a Amendment

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

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

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

3. **Contract Term:** 9/1/2019-2/29/2020

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

If yes, please explain: ONGOING SERVICE

4. **Funding Source:**

X General Fund (GEN)

Grant Fund (GRT)

Capital Improvement Fund (CAP)

Federal % 0

Other

State % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

This is an amendment to a contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center. The original contract expires on August 31, 2019 and was originally intended to be an interim measure until the County conducts a solicitation process to select a long-term health care provider. The County issued a Request for Expressions of Interest (RFEI) on January 18, 2019 to identify interest from health care providers that would be capable of providing the contract services on a long-term basis. The County reviewed the responses to the RFEI and concluded that the best interests of the County would be served by negotiating a new contract with Nassau Health Care Corporation (NHCC) to provide the contract services on a long-term basis. In order to negotiate a long-term contract to provide the contract services, including performance metrics, the County and NHCC desire to extend the term of the original contract for (6) six months. Additionally, the County and NHCC desire to amend the Financial Provisions Section of the original contract to designate the County as the payor of last resort for certain claims to facilitate reimbursement from any primary payor(s) (as such term is defined under the proposed amendment 1, Primary Payor) that may exist that provide health care coverage to the inmate. We anticipate that this claw back provision will save the county over a million dollars. This Contract will not take an effect until the NHCC Board approves the Amendment.

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

Nassau County Attorney as to form

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

## AUTHORIZATION

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

IQURESHI

03-JUL-19

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA: \_

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

**Authenticated User**

**Date**

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

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

**NIFA reserves the right to request additional information as needed.**

RULES RESOLUTION NO.    – 2019

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE SHERIFF’S DEPARTMENT, DIVISION OF CORRECTIONS, AND NASSAU HEALTH CARE CORPORATION (“NHCC”)

WHEREAS, the County has negotiated an amendment to a personal services agreement with NHCC to provide medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff’s Department and/or incarcerated at the Nassau County Correctional Center, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute said amendment to the agreement with NHCC.

Jack Schnirman  
Comptroller



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

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

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

**CONTRACTOR NAME:** Nassau Health Care Corporation

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

**FEDERAL TAX ID #:** 11-3465690

**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 7/26/17 [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 The vendor is a preferred provider of healthcare services pursuant to the Successor Agreement dated as of

November 1, 2007 by and between the County and NHCC. The original contract followed two RFP solicitations (issued 8/16 & 2/17) that resulted in no contract awards for the inmate health care services.

[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

7/2/2019

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?

YES ☒ NO ☐ If yes, to what campaign committee?

George Tsunis - Friends of Madeline Singas

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

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

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

Electronically signed and certified at the date and time indicated by:  
Megan C. Ryan, Esq. [PORTAL@NUMC.EDU]

Dated: 07/08/2019 03:14:38 PM

Vendor: Nassau Health Care Corporation

Title: Executive Vice President/ General Counsel

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

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Delivery System Reform Incentive Payment Program (DSRIP) in Nassau County and a portion of Queens, has a contract with New York State.

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

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, John P. Maher , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

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

**CERTIFICATION**

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

Nassau Health Care Corporation

Name of submitting business

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

John P. Maher [PORTAL@NUMC.EDU]

Executive Vice President/ Chief Financial Officer

Title

07/08/2019 12:22:12 PM

Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Megan Ryan  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Business Address: 2201 Hempstead Turnpike  
City: East Meadow State: NY Zip Code: 11561  
Telephone: (516) 296-2389  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_
2. Positions held in submitting business and starting date of each (check all applicable)  

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>04/15/2018</u>
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/15/2017</u>		
(Other)			
3. Do you have an equity interest in the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?  
YES ☐ NO ☒ If Yes, provide details.  
\_\_\_\_\_

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



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

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Megan C. Ryan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan C. Ryan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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

Nassau Health Care Corporation  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
Megan C. Ryan [PORTAL@NUMC.EDU]

Executive Vice President of Legal Affairs  
Title

07/08/2019 10:44:18 AM  
Date

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.

1. Principal Name: George J. Tsunis  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State: [REDACTED] Zip Code: [REDACTED]  
Business Address: 2201 Hempstead Turnpike  
City: East Meadow State: NY Zip Code: 11561  
Telephone: (516) 296-2389  
Other present address(es): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
List of other addresses and telephone numbers attached \_\_\_\_\_

- |                         |            |             |  |
|-------------------------|------------|-------------|--|
| President               |            | Treasurer   |  |
| Chairman of Board       | 02/01/2018 | Shareholder |  |
| Chief Exec. Officer     |            | Secretary   |  |
| Chief Financial Officer |            | Partner     |  |
| Vice President          |            |             |  |
| (Other)                 |            |             |  |

- [illegible]

- \_\_\_\_\_

- 

- Rev. 3-2016

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

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

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

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Y

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?  
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, George J. Tsunis , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, George J. Tsunis , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

**CERTIFICATION**

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Nassau Health Care Corporation  
Name of submitting business

Electronically signed and certified at the date and time indicated by:  
George J. Tsunis [PORTAL@NUMC.EDU]

Chairman, Board of Directors  
Title

07/08/2019 10:54:00 AM  
Date

### **Business History Form**

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

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

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

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

Date: 07/08/2019

- 1) Proposer's Legal Name: Nassau Health Care Corporation
- 2) Address of Place of Business: 2201 Hempstead Turnpike  
City: East Meadow State: NY Zip Code: 11561
- 3) Mailing Address (if different): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone: (631) 572-6062  
Does the business own or rent its facilities? Own If other, please provide details:
- 4) Dun and Bradstreet number: 01-122-5825
- 5) Federal I.D. Number: 11 30590
- 6) The proposer is a: Other (Describe) Public Benefit Corporation
- 7) Does this business share office space, staff, or equipment expenses with any other business?  
YES ☐ NO ☒ If yes, please provide details:
- 8) Does this business control one or more other businesses?  
YES ☒ NO ☐ If yes, please provide details:  

Nassau Health Care Corporation ("NHCC") operates Nassau University Medical Center, A. Holly Patterson Extended Care Facility, and co-operates several community health centers.
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?  
YES ☒ NO ☐ If yes, please provide details:  

NHCC has several clinical and educational affiliations
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?  
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?  
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets



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

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

On September 17, 2015, former Executive Vice President for Operations Larry Slatky was acquitted of two misdemeanor charges of official misconduct regarding a 2010 sealed bid.

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.

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

NHCC has been the subject of investigations in the past 5 years by various agencies. NHCC is a public benefit corporation, and as such it has no owners. In October 2014, former EVP for Operations, Larry Slatky, was indicted on 2 misdemeanor charges of official misconduct with respect to a laundry contract resulting from a 2010 Sealed Bid. On September 17, 2015, Mr. Slatky was acquitted of both charges.

NHCC is the owner and operator of the only public hospital and skilled nursing facility in Nassau County, as well as the co-operator of several community health centers. As with many other health facilities, routine patient complaints may result in investigations by agencies. As a result of several of these investigations, NHCC has instituted corrective action plans which were accepted by the agencies involved and implemented by NHCC.

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

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

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

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

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?  
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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

17 Conflict of Interest:

- a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."  
(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.  
No conflict exists, to the best of my knowledge. NHCC has 3000+ employees.  
(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, to the best of my knowledge. NHCC has 3000+ employees.  
(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, to the best of my knowledge. NHCC has 3000+ employees.  
b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.  
All NHCC employees must comply with the NHCC Conflict of Interest Policy (copy attached) and are subject to NYS conflict of interest laws.

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;  
09/29/1999  
ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.  
NHCC is a public benefit corporation. As such, there are no shareholders, members, or partners.  
iii) Name, address and position of all officers and directors of the company. If none, explain.

First Name Warren  
Last Name Zysman  
MI D Suffix  
Address 5 Schenk Avenue, Apt. 3F

City	Great Neck	State	NY	Zip Code	11021
Position	Member of Board				

First Name	Frank				
Last Name	Saracino				
MI		Suffix			
Address	608 Carman Avenue, Apt. B1				
City	Westbury	State	NY	Zip Code	11590
Position	Member of Board				

First Name	Maureen				
Last Name	Roarty				
MI		Suffix			
Address	2201 Hempstead Turnpike				
City	East Meadow	State	NY	Zip Code	11554
Position	Executive Vice President, Human Resources				

First Name	Linda				
Last Name	Reed				
MI		Suffix			
Address	303 Duck Pond Drive South				
City	Wantagh	State	QC	Zip Code	11793
Position	Member of Board				

First Name	Russell				
Last Name	Caprioli				
MI		Suffix			
Address	1801 Bay Boulevard				
City	Atlantic Beach	State	NY	Zip Code	11509
Position	Member of Board				

First Name	Felice				
Last Name	Jones-Lee				
MI		Suffix			
Address	2201 Hempstead Turnpike				
City	East Meadow	State	NY	Zip Code	11554
Position	Executive Vice President, Quality Assurance & Utilization Review				

First Name	Megan				
Last Name	Ryan				
MI	C	Suffix			
Address	2201 Hempstead Turnpike				
City	East Meadow	State	NY	Zip Code	11554
Position	Executive Vice President, General Counsel				

First Name	Victor				
Last Name	Gallo				
MI	A	Suffix			

Address 9 Nassau Boulevard  
City Garden City State NY Zip Code 11530  
Position Member of Board

---

First Name Robert  
Last Name Heatley  
MI S Suffix  
Address 2201 Hempstead Turnpike  
City East Meadow State NY Zip Code 11554  
Position Executive Vice President, Business Development and Ambulatory Services

---

First Name Winifred  
Last Name Mack  
MI B Suffix  
Address 2201 Hempstead Turnpike  
City East Meadow State NY Zip Code 11554  
Position President/Chief Executive Officer

---

First Name Bobby  
Last Name Kalotee  
MI K Suffix  
Address 5 Bradley Court  
City Syosset State NY Zip Code 11791  
Position Member of Board

---

First Name Anthony  
Last Name Boutin  
MI Suffix  
Address 2201 Hempstead Turnpike  
City East Meadow State NY Zip Code 11554  
Position Chief Medical Officer

---

First Name John  
Last Name Maher  
MI P Suffix  
Address 2201 Hempstead Turnpike  
City East Meadow State NY Zip Code 11554  
Position Executive Vice President, Chief Financial Officer

---

First Name Giuseppe  
Last Name Caruso  
MI Suffix  
Address 4271 Hempstead Turnpike  
City Bethpage State NY Zip Code 11714  
Position Member of Board

---

First Name Steven  
Last Name Cohn

---

MI		Suffix	
Address	537 Springtown Road		
City	New Paltz	State	NY Zip Code 12561
Position	Member of Board		

First Name	John		
Last Name	Sardelis		
MI		Suffix	
Address	260-07 Pembroke Avenue		
City	Great Neck	State	NY Zip Code 11020
Position	Member of Board		

First Name	Kathy		
Last Name	Skarka		
MI		Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY Zip Code 11554
Position	Executive Vice President, Patient Care Services		

First Name	George		
Last Name	Tsunis		
MI	J	Suffix	
Address	246 Piping Rock Road		
City	Matinecock	State	NY Zip Code 11560
Position	Chairman of Board		

First Name	Michael		
Last Name	DeLuca		
MI		Suffix	
Address	1145 Roosevelt Way		
City	Westbury	State	NY Zip Code 11590
Position	Member of Board		

- iv) State of incorporation (if applicable);  
NY
- v) The number of employees in the firm;  
3000
- vi) Annual revenue of firm;  
587613000
- vii) Summary of relevant accomplishments  
NHCC has provided these services to Nassau County since its September 1999 purchase of Nassau University Medical Center and A. Holly Patterson Extended Care Facility from Nassau County. As the owner/operator of the only public hospital and nursing home in Nassau County, NHCC is uniquely qualified to provide these services to Nassau County.

B. Indicate number of years in business.

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

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

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

Company	Long Island FQHC, Inc.		
Contact Person	David Nemiroff, LCSW, Executive Director		
Address	380 Nassau Road		
City	Roosevelt	State	NY
Telephone	(516) 296-3742		
Fax #	(516) 546-4154		
E-Mail Address	dnemirof@numc.edu		

Company	Northwell Health		
Contact Person	Jeffrey Kraut		
Address	200 Great Neck Road		
City	Great Neck	State	NY
Telephone	(516) 465-8198		
Fax #			
E-Mail Address	jkraut@northwell.edu		

Company	Catholic Health Services		
Contact Person	Patrick O'Shaughnessy, DO, SVP VP Medical Affairs & CMO		
Address	992 North Village Avenue		
City	Rockville Centre	State	NY
Telephone	(516) 705-7182		
Fax #			
E-Mail Address	patrickm.o'shaughnessy@chsli.org		

I, Megan C. Ryan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Megan C. Ryan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

#### **CERTIFICATION**

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Name of submitting business: Nassau Health Care Corporation

Electronically signed and certified at the date and time indicated by:  
Megan C. Ryan [PORTAL@NUMC.EDU]

Executive Vice President/ General Counsel  
Title

07/08/2019 03:47:46 PM  
Date

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

**SECTION: LEADERSHIP (LD)**

**POLICY/PROCEDURE**

<b>TITLE:</b> Conflict of Interest; Financial Disclosure Statement, Conflicts Disclosure Statement, Honoraria, & Outside Activities Report
<b>APPROVED:</b> Quality and Policy Advisory Council (QPAC)
<b>CROSS REFERENCES:</b> Corporate Compliance Program LD-227; Public Officers Law § 73-A; Public Officers Law § 74; 19 NYCRR § 931.4; 19 NYCRR § 933.4; 19 NYCRR § 931

**1.0 POLICY**

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

**2.0 PROCEDURE**

- 2.1 Responsible Persons of the NHCC System have a primary obligation to serve the purposes to which NHCC is dedicated. As part of this obligation, each Responsible Person has a duty to conduct the affairs of NHCC in a manner that promotes the best interests of the organization. When personal interests or activities within or outside of NHCC influence or appear to influence a Responsible Person's ability to objectively serve the best interests of NHCC a conflict of interest exists.
- 2.2 NHCC recognizes that different organizations have different codes of ethics. However, just because a certain action may be acceptable by others outside of NHCC as "standard practice," that is by no means a sufficient reason to assume that such practice is acceptable at NHCC. As a teaching organization, NHCC staff not only provide training, but also serve as models of professional conduct for students and trainees. There is no way to develop a comprehensive, detailed set of rules to cover every business situation. This policy is designed to help all Responsible Persons recognize, disclose and resolve situations in which a personal interest or activity may result in a conflict with their responsibilities to NHCC.



- 2.3 Public Officers Law § 74 sets forth a Code of Ethics which prohibits officers and employees of the State from any interest, financial or otherwise, direct or indirect, in any business, transaction or professional activity or from incurring any obligation of any nature that is in substantial conflict with the proper discharge of their duties in the public interest. Areas where this may occur include: 1) other employment that may impair independence of judgment; 2) accepting other employment requiring confidential information gained in your official capacity to be improperly disclosed; 3) using such confidential information to further personal interests; 4) use of one's government position to secure unwarranted privileges or exceptions for oneself or others, including but not limited to, the misappropriation to oneself or to others of the property, services or other resources of the state for private business or other compensated non-governmental purposes; 5) personal business interests that may conflict with state duties; 6) making decisions on business matters where one has a personal financial interest in the enterprise; 7) providing goods or services to entities regulated by this agency; 8) conducting oneself in such a way that gives a reasonable basis for the impression that any person can improperly influence or unduly enjoy favor in the performance of the officer or employee's official duties, or that one is affected by the kinship, rank, position or influence of any party or person; and 9) acting in such a way that raises suspicion among the public that one is likely to be engaged in acts that are in violation of the public's trust. Responsible Persons engaged in Research activities are also required to design, conduct, and report such Research free from bias or potential bias resulting from a conflict of interest.

### **3.0 DISCLOSURE LEVELS**

- 3.1 This policy provides for seven (7) levels of disclosure and review with respect to potential conflict of interest situations: Financial Disclosure, Conflicts Disclosure, Honoraria, Outside Activities, Educational Activities, Research, and participation on NHCC's Institutional Review Board (the "IRB").
- 3.2 Annual Financial Disclosure Statement and Reporting of Interim Changes. NYS Public Officers Law Section § 73-a requires the filing of an Annual Statement of Financial Disclosure with the New York State Joint Commission on Public Ethics (JCOPE). A state officer or employee is required to file under Section 73-A if he/she serves in a job title with an annual salary rate in excess of the job rate of SG24 (\$91,821, as of 2014), is designated a policymaker by NHCC, or is an official required by statute to file. The salary rate is the rate as of April 1st in the year the statement is due. The salary rate and the financial disclosure form are available on JCOPE's website, <http://www.jcope.ny.gov/>. If you have any questions about your status as a designated filer, you should contact the Human Resources Department.
- 3.3 Conflict Disclosure Statement. On an annual basis Board members, members of management, medical staff members, Responsible Persons engaged in Research, and any individuals either employed by or who serve a key role in decision-making and are in a position of influence and decision-making within NHCC and designated as policy makers are required to disclose information concerning any (a) directorship, trusteeship, partnership or executive position in outside

organizations; (b) ownership interests exceeding 5% in outside partnerships or corporations; (c) attest that no interests present a conflict of interest with employment or Research at NHCC; (d) detail current receipt of income royalties, etc., and declaration of outside income in excess of \$1,000; and (e) notify of any specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, Contracts, Research, etc., in which the Responsible Person or Family has a Material Interest. The duty to notify in writing on an updated disclosure form is a continuing one as the potential conflict presents itself.

- 3.4 Honoraria. An Honorarium is a payment offered in exchange for a professional service or activity such as a speech, writing an article, or serving on a panel and a seminar or conference that is not part of the State employee or officer's duties. An honorarium includes expenses incurred for travel, lodging, and meals related to the service performed.

3.4.1 For a State officer or employee, the approving authority is the Head of the State Agency or Appointing Authority. For statewide elected officials and State Agency heads the approving authority is JCOPE. Written requests should be made to the approving authority prior to performing the requested service or activity. Forms are available on JCOPE's website noted above. NHCC forms are annexed hereto as well. For all other Responsible Persons, the approving authority is the Ethics Officer.

3.4.2 In order for honoraria to be approved, the Responsible Person cannot use State resources to prepare or perform such service or activity; they must perform the service or activity during non-official personal time; they cannot accept honoraria from an Interested Source; the honoraria is not be used to conceal a payment from an Interested Source; and performing the service for which the honoraria is offered and accepted must not violate Public Officers Law § 74 or other State or Federal laws. The funds received must be reported on the filer's financial disclosure report for each source over \$1,000.

- 3.5 Outside Activities. Every Responsible Person employed by NHCC is expected to devote their primary professional loyalty, time, and energy to, as applicable, teaching, research, patient care, and service on behalf of or to NHCC. Employees are prohibited from participating financially or engaging in any Outside Activities or other business undertaking that interferes with or is in conflict with the proper and effective discharge of their duties on behalf of NHCC. Outside activities include, but are not limited to, service for or on behalf of state or national commissions, government agencies and boards, committees or advisory groups to other hospitals, health care organizations, and not-for-profit or for-profit organizations. Such activities require notification to the appropriate Chairperson or Senior Vice President or Executive Vice President and must be disclosed on the Conflicts Disclosure Statement and Outside Activity Report and forwarded to Human Resources and the Ethic Officer. Outside Activity Forms are of two kinds, NHCC Outside Activity Report and the JCOPE Outside Activity Report:

- 3.5.1 NHCC approval of Outside Activities between \$1,000 and \$5,000. Those Responsible Persons designated as holding a “policy-making position” pursuant to Section 6.6 of this Policy must complete Outside Activities Reports prior to undertaking any outside activities from which they would earn more than \$1,000 but less than \$5,000 annually before engaging in outside activities, and await NHCC approval before proceeding with the activity.
- 3.5.2 JCOPE Approval. Those Responsible Persons designated as holding a “policy-making position” pursuant to Section 6.6 of this Policy who contemplate outside activities whereby they will: (1) earn more than \$5,000 annually, or (2) hold elected or appointed public office must additionally submit their request for approval to JCOPE after it is approved by NHCC. 19 NYCRR § 932.5(a).
- 3.5.3 Service as a Director or Officer of a Not-for-Profit Entity. Those Responsible Persons designated as holding a “policy-making position” pursuant to Section 6.6 of this Policy who serves as a director or officer of a not-for-profit corporation and receives \$999 or less per year must notify NHCC of the position prior to commencing service, but do not need such service approved by NHCC or JCOPE before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives between \$1,000 and \$5,000 per year must have such service approved by NHCC before proceeding with the activity. A policy maker who serves as a director or officer of a not-for-profit corporation and receives more than \$5,000 per year must have such service approved by NHCC and JCOPE before proceeding with the activity. No policy maker or member or director of NHCC may serve as an officer of any political party or political organization, member of a national committee of a political party or political party committee.
- 3.5.4 Responsible Persons engaged in Research. Responsible Persons engaged in Research but not otherwise covered by this Section (e.g. do not hold a “policy making position”) must complete Outside Activities Reports and must have such activities approved by NHCC prior to undertaking any outside activities.
- 3.5.5 NHCC will grant or deny an Outside Activity based on its interpretation of whether the proposed Outside Activity is in accordance with applicable law and such other factors NHCC deems appropriate. Once NHCC approves an Outside Activity, such approval shall remain effective unless and until there is a material change in the policy maker’s responsibilities or in the Outside Activity, at which point the policy maker must submit a new request for approval. An individual who has received approval for an Outside Activity must annually notify NHCC in writing if the individual is still engaged in the Outside Activity.
- 3.5.6 In no event shall a Responsible Person be permitted to receive or enter into any agreement (express or implied) for compensation for the appearance or rendition of services on behalf of themselves or others before NHCC or against NHCC’s interest.

- 3.6 Support for Educational Activities, Including Meals and Travel. Any payment or reimbursement for the cost of attendance, registration, travel, food, or lodging related to a Responsible Person's attendance or service at a meeting, conference, seminar, convention, or professional program that is part of the Responsible Person's official duties and benefits NHCC must be approved by NHCC in writing before the Responsible Person may engage in such activities. In order for an activity to be approved, the payment or reimbursement can only cover the period of time reasonably required to attend or serve in the activity, the payment or reimbursement is consistent with all laws and NHCC policies, and the payment or reimbursement is not more than the rate at which NHCC would pay or reimburse the Responsible Person under its travel policy.
- 3.6.1 If any payments or reimbursements are paid by an Interested Source, all of the following criteria must be met before NHCC can approve the activity: (1) it is not reasonable, under the circumstances, to infer that the payment or reimbursement is intended to influence the Covered Person in the performance of his or her official duties; (2) the payment or reimbursement could not, under the circumstances, reasonably be expected to influence the Covered Person in the performance of his or her official duties; and (3) the payment or reimbursement is not, under the circumstances, intended as a reward for any official action on the Responsible Person's part.
- 3.6.2 Any approval by NHCC shall be provided to the requesting Responsible Person in writing and shall contain the following information: (1) the name of the Responsible Person to whom, or on behalf of whom, the payment or reimbursement is offered; (2) identity of the offeror and nature of the offeror's business; (3) a detailed description of the activity, including date and location; (4) the amount of the payment or reimbursement and, where applicable, an itemization of costs for the attendance, registration, travel, lodging, and meals, and the amount of a service payment, if any; and (5) a statement that NHCC has approved the payment or reimbursement, if any, in accordance with the conditions set forth in section 19 NYCRR § 931.4 and this Policy. Any Responsible Person who is required to file a financial disclosure statement shall report any payment or reimbursement in excess of \$1,000 (including multiple payments made by a single offeror that together exceed \$1,000) in his or her financial disclosure for the applicable year.
- 3.7 Research. In addition to any requirements, policies, and procedures of the Office of Research and Sponsored Programs, any Responsible Person who wishes to engage in Research activities must submit a current Conflicts Disclosure Statement to the IRB before beginning such Research. If the IRB determines that the individual's interest may be a Conflict of Interest, the IRB shall forward the Conflict Disclosure Statement to the Chief Compliance, Privacy and Ethics Officer. Such individuals cannot be involved in Research until the conflict is mitigated and/or resolved. until the Chief Compliance, Privacy and Ethics Officer confirms in writing to the requesting Responsible Person, the Office of Research

and Sponsored Programs, and the IRB either: 1) no actual or potential Conflict of Interest exists; or 2) any actual or potential Conflicts of Interest have been adequately evaluated and managed pursuant to this Policy.

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

#### 4.0 DEFINITIONS

- 4.1 Business Associate includes any person, trust, corporation, partnership or other organization or enterprise (of a business nature or otherwise) with respect to which the Responsible Person or any member of their Family (a) is a director, officer, employee, member, partner or trustee; or (b) has a significant financial or any other interest which enables the Responsible Person to exercise control or significantly influence policy of the associate.
- 4.2 Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.
- 4.3 Conflict of Interest exists, for purposes of this Policy, whenever any business or personal interest or activities within or outside of NHCC influence or may appear to influence a Responsible Person's ability to promote objectively the best interests of NHCC in ways that could lead or appear to lead to the personal gain or advantage of the Responsible Person, their Family, or Business Associates. A Responsible Person may have a conflict of interest when the Responsible Person, their Family or a Business Associate either (a) has an existing or potential Financial or other Material Interest which could influence or might appear to influence the Responsible Person's independent judgment in the discharge of responsibilities to NHCC; (b) may receive a financial or other material benefit from knowledge of information confidential to NHCC or from a transaction involving NHCC; or (c) has a Financial Interest that could affect the design, conduct, or reporting of Research.
- 4.4 Contract is any agreement or relationship involving the sale, lease or purchase of goods, services, real estate or rights of any kind, the providing or receipt of a loan or grant or the establishment of any other type of pecuniary relationship. For purposes of this Policy, a NHCC employment contract is excluded.
- 4.5 Interested Source is any person or entity who, on his or her own behalf, or on behalf of an entity, satisfies any one of the following:

- 4.5.1 Is regulated by, negotiates with, appears before in other than a ministerial matter, seeks to contract with or has contracts with, or does other business with: (i) a Responsible Person in his or her official capacity; (ii) NHCC or other agency with which a Responsible Person is affiliated; or (iii) any other state agency when the Responsible Person's agency is to receive the benefits of the Contract; or
- 4.5.2 Is required to be listed on a statement of registration pursuant to section 1-e(a)(1) of article 1-A of the Legislative Law and lobbies or attempts to influence actions, decisions, or policies of NHCC; or
- 4.5.3 Is the spouse or unemancipated child of an Interested Source; or
- 4.5.4 Is involved in any action or proceeding, in which administrative and judicial remedies thereto have not been exhausted, and which is adverse to either: (i) the Responsible Person in his or her official capacity; or (ii) NHCC; or
- 4.5.5 Has received or applied for funds from NHCC at any time during the previous 12 months up to and including the proposed or actual receipt of an honorarium, item or service of more than Nominal Value, or payment or reimbursement.
- 4.5.6 Interested Sources includes not only those persons and business entities with which NHCC is doing business, but also those persons and business entities interested in doing business with NHCC, or have a history of doing business with NHCC in the recent past.
- 4.6 Family includes the Responsible Person's spouse, parents, children, siblings, or equivalent by marriage, or other individuals residing in the same household with the Responsible Person.
- 4.7 Financial Interest
  - 4.7.1 A person has a financial interest if the person has, directly or indirectly, through business, investment, or Family:
    - 4.7.1.1 An ownership or investment interest in any entity with which NHCC has a transaction or arrangement, or
    - 4.7.1.2 A compensation arrangement with NHCC or with any entity or individual with which NHCC has a transaction or arrangement, or
    - 4.7.1.3 A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which NHCC is negotiating a transaction or arrangement, or

- 4.7.1.4 A compensation arrangement (including but not limited to consulting fees, honoraria, paid authorship, salaries, and equity interests such as stocks or stock options) with any entity that exceeds \$5,000 over a twelve-month period regardless of whether that entity has a transaction or arrangement with NHCC.
- 4.7.2 An employee has a financial interest if the person is using his/her position as an employee to further his/her financial interests, directly or indirectly.
- 4.8 Gift shall mean anything of more than Nominal Value in any form including, but not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise, having a monetary value, including multiple items of Nominal Value that, together, have more than a Nominal Value. This definition shall not include the exclusions listed in 19 NYCRR § 933.4 (i.e. anything for which a Responsible Person has paid fair market value, food or beverages valued at fifteen dollars or less per occasion, awards, plaques, gifts from friends or family members when it could be reasonably inferred that the gift was primarily motivated by the family or personal relationship, etc.).
- 4.9 Material Interest exists when a Responsible Person or a Responsible Person's Family has (a) a Financial Interest; and/or (b) is a director, officer or senior executive in the entity, which, in view of all the circumstances, is substantial enough that it would, or reasonably could, affect a Responsible Person's or Family's judgment with respect to a Contract to which the entity is a party.
- 4.10 Nominal Value is considered such a small or trifling amount that acceptance of an item of Nominal Value could not be reasonably interpreted or construed as attempting to influence a State employee or Public Officer. Although never explicitly defined in Public Officers Law, JCOPE generally deems an item or service with a fair market value of fifteen dollars or less as having a Nominal Value.
- 4.11 NHCC System refers to the Nassau University Medical Center, the A. Holly Patterson Extended Care Facility, the Family Health Centers, the Nassau Health Care Foundation, the Long Island Medical Foundation and any other entity or facility owned or controlled by Nassau Health Care Corporation.
- 4.12 Research means a systematic investigation, study or experiment designed to develop or contribute to general knowledge relating broadly to public health, including medical, behavioral and social-sciences research. The term encompasses basic and applied research (e.g., a published article, book or book chapter) and product development (e.g., a diagnostic test or drug).
- 4.13 Responsible Person refers to Board members, officers, administrative staff members, medical staff, faculty, full-time or part-time employees (as identified by the Vice President, Human Resources) and volunteers (as identified by the

Director of Volunteer Services) of the NHCC System. Specifically included are any individuals either employed by or who serve a key role in decision-making who are in a position of influence and decision-making within NHCC.

## **5.0 CERTAIN RELATIONSHIPS AND TRANSACTIONS THAT RAISE DISCLOSURE QUESTIONS**

- 5.1 Service as Board Member, Officer or Employee of a Competing Healthcare Institution. Responsible Persons should not accept any position as a director, officer or employee of, or paid consultant to, any healthcare system or institution that is in substantial competition with NHCC. The determination of this is made by NHCC's Chief Compliance, Privacy and Ethics Officer with the advice of the Chief Executive Officer, its Legal Audit and Governance Committee, Executive Committee or Board of Directors as warranted. For purposes of this policy, a member of the medical staff who provides professional services not otherwise prohibited by their employment contract or other NHCC policies is not in competition with NHCC. In addition, Responsible Persons, or an entity in which a Responsible Person or Family has a Material Interest, should not solicit employees of NHCC for a competing purpose.
- 5.2 Potential conflicts of interest are situations that might not allow for impartial or objective determinations and may give rise to a Conflict of Interest. These situations include, but are not limited to, any relationship with products, services, devices, or companies that develop, manufacture or market such products. For example, (a) a Responsible Person or Family member has a Material Interest in an entity that proposes to enter into a Contract with NHCC; (b) a Responsible Person with authority for making or recommending purchases of goods or services on behalf of NHCC recommends a vendor in which the Responsible Person or Family has a Material Interest; (c) a Responsible Person with authority for selecting or recommending contractors on behalf of NHCC recommends a contractor with whom the Responsible Person or Family has a Material Interest; (d) a Responsible Person proposes that NHCC hire or contract with the Responsible Person's Family for a position or activity that is within the supervision or control of the Responsible Person; or (e) a Responsible Person or Family's Material Interest in a matter relating to Research gives the appearance of conflict in a Responsible Person's design, conducting, and/or reporting of such Research. A Responsible Person with a potential conflict of interest should take all steps necessary to avoid the appearance of any impropriety.
- 5.3 No Responsible Person shall participate in the selection, award, or administration of a Contract with any party or entity in which the Responsible Person or the Responsible Person's Family member has a Material Interest. In the case of a Board member who has a Material Interest with respect to any transaction that comes before the Board of Directors or a Committee on which the Director is a member, the Director will excuse himself/herself from participation in the discussion and vote on the transaction. Any Responsible Person with a Material Interest must also refrain from entering into any discussions with respect to such



matter and sharing any information generated by NHCC with the other party or entity.

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

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

- 5.13 Use of NHCC Assets. NHCC credit purchasing power shall not be used to purchase goods and/or services for individual or non-NHCC activities. NHCC facilities may be used only for NHCC related purposes.
- 5.14 Disclosure of Individual Interest Prior to Approval of Transaction. A Responsible Person must promptly disclose to their supervisor, Human Resources and the Chief Compliance, Privacy and Ethics Officer his/her interest in, or connection with, a proposed transaction, Research activity, or other matter being presented for consideration or approval to NHCC if the transaction or matter is of the type that would require disclosure on the Conflicts Disclosure Statement. The Responsible Person must not participate in the deliberations related to the transaction or matter, or approve or use their position to influence the matter. The Responsible Person's disclosure and non-participation should be recorded.
- 5.15 Voluntary Staff/Faculty. Non-salaried faculty must act in the best interests of their professional duties at NHCC, including patient care, research and education. They should avoid any potential or perceived conflict of interest, especially those related to areas of their non-academic employment.
- 5.16 Post Employment Restrictions. No person who has served as a NHCC employee or unpaid staff member, or part-time staff shall, within a period of two (2) years after the termination of such service or employment, appear before NHCC or receive compensation for services rendered on behalf of any person, firm, corporation or association in relation to any matter with respect to which such person was directly concerned or in which such person presently participated during the period of service or employment or which was under the active consideration of such person. Public Officers Law §73(8)(a). This applies to all individuals, regardless if they worked for one day or a 30 year hire.

## **6.0 PROCEDURE**

- 6.1 All new directors, officers, administrative staff members, employees, volunteers, and medical staff members with administrative responsibilities shall receive a copy of this policy regarding conflicts of interest and complete the annexed Conflicts Disclosure Statement.
- 6.2 Reporting Conflicts and Interim Changes.
  - 6.2.1 Each Responsible Person is required to provide notification on the Conflicts Disclosure Statement of any changes or specific situation in which the individual is called upon to exercise authority on behalf of NHCC with respect to companies, vendors, contracts, Research, or other matters, in which the Responsible Person or Family has a Material Interest within thirty (30) days of such change.
  - 6.2.2 Board of Directors, members of management, Responsible Persons engaged in Research, and members of the IRB will complete the Conflicts Disclosure Statement and provide it (and any interim changes thereto) to

Human Resources and the Chief Compliance, Privacy and Ethics Officer. All others will disclose Conflict of Interest situations to their immediate supervisors. If the supervisor determines that the individual's interest may be a Conflict of Interest, the supervisor will direct the Responsible Person to fill out a Conflict Disclosure Statement and provide it to Human Resources and the Chief Compliance, Privacy and Ethics Officer.

- 6.2.3 Employees are encouraged to seek assistance from their immediate supervisor/manager with any legal or ethical concerns. However, NHCC realizes this may not always be possible. As a result, employees may call the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389 to report anything that they cannot discuss with their immediate supervisor/manager.
- 6.2.4 NHCC reserves the right to require additional or updated Conflict Disclosure Statements from Responsible Persons engaged in Research if such disclosure is required for funding applications or proposals.
- 6.3 Evaluation and Management of Conflicts of Interest.
  - 6.3.1 Human Resources will review all completed Conflicts Disclosure Statements and any reported changes and, following internal consultation with the Chief Compliance, Privacy and Ethics Officer but in no event more than sixty (60) days after receiving the Conflicts Disclosure Statements or any reported changes, will take any action deemed appropriate to manage or resolve a potential for conflicts of interest (e.g. public disclosure of a conflict of interest, change of personnel, severance of relationships that create the conflict of interest, etc.).
  - 6.3.2 All disclosures, unless irrelevant or immaterial, will be compiled and the actions taken in response thereto will be reported to the Legal Audit & Governance Committee of NHCC's Board of Directors, which may determine whether additional actions should be considered or implemented.
  - 6.3.3 Once appropriate action for the management, reduction, or elimination of the Responsible Person's (and/or Family's) conflict of interest has been decided, the individual will be notified of the disposition of the conflict in writing. Copies of the notification will be forwarded to and maintained in the Compliance Office and sent to the person's immediate supervisor, Chairperson of the Legal Audit and Governance Committee (for Directors and Officers) and/or other individuals as the facts and circumstances warrant.

- 6.3.4 As necessary, conflict of interest resolution plans, including, when necessary, an interim plan, will be developed, monitored and enforced as directed by NHCC.
- 6.3.5 Periodically, but at least annually, the Chief Compliance, Privacy and Ethics Officer will provide the Legal Audit and Governance Committee of the Board of Directors with a report on NHCC's execution of the Conflict of Interest disclosure process and, if necessary, the nature of any issues which may require Board intervention.
- 6.4 Prior to CME presentations, NHCC staff must disclose relationships with relevant commercial entities to the Corporate Compliance Office, the Office of Academic Affairs, and to their audiences.
- 6.5 Each member of the Board of Directors shall be advised annually of this Policy and execute a Disclosure Statement which will be submitted to, and reviewed by, the Office of Legal Affairs and Corporate Compliance/ Chief Compliance, Privacy and Ethics Officer.
  - 6.5.1 6.4.1 Any duality of interest or possible conflict of interest on the part of any governing board member should be disclosed to the other members of the board and made a matter of record either through an annual procedure or when the interest becomes a matter of board action.
  - 6.5.2 Any governing board member having a duality of interest or possible conflict of interest on any matter should not vote or use his/her personal influence on the matter, and s/he should not be counted in determining the quorum for the meeting, even where permitted by law. The minutes of the meeting should reflect that a disclosure was made, the abstention from voting, and the presence or absence of a quorum.
- 6.6 This Policy shall be posted on ITWEB and a global e-mail sent requiring all Responsible Persons to review this new Policy and complete the Conflict Disclosure Statement in the event a conflict may exist and submit the report to Human Resources. Thereafter only if the Responsible Person's circumstances change necessitating disclosure shall a new Conflict Disclosure Statement be required of non-medical staff.
- 6.7 Policy Makers. Pursuant to the Guidelines for Determination of Persons in Policy Making Positions as formulated by JCOPE (Executive Law §94), the appointing authority shall file a written statement with the Commission by the last day of February of each year containing the name, title and home address of each person who holds a policy making position in that state agency as determined by the appointing authority. Such appointing authority shall file an amended written statement with the Commission within 30 days after the undertaking of policy making responsibilities by a new employee or by an employee whose name did

not appear on the most recent written submission. The amended statement shall contain the name, title and home address of such employee. Each appointing authority shall notify each employee in writing whom he or she designated as policy making in accordance with these guidelines.

- 6.8 Training. Responsible Persons engaged in Research shall receive training on this policy prior to engaging in such Research and at least every four (4) years thereafter, unless otherwise required by law.
- 6.9 Violations of the Conflict of Interest Policy. Prompt, appropriate and equitable corrective action will be taken concerning any activities considered to involve a Conflict of Interest. Violation of this Policy by a Responsible Person is grounds for disciplinary action, up to and including termination of employment or association with NHCC, in accordance with the disciplinary procedures applicable to the respective Responsible Person. A NHCC employee who accepts a Gift, or fails to file a financial disclosure report in violation of this Policy, could be subject to a civil penalty of up to \$40,000, and be criminally charged with a Class A misdemeanor. For current enforcement actions which are published on JCOPE's website go to: <http://www.jcope.ny.gov/>.
- 6.10 Disclosure. NHCC reserves the right to disclose information submitted to it pursuant to this policy when such disclosure is required by law (including but not limited to funding applications and proposals and compliance with state or federal funding disclosure requirements).
- 6.11 Any questions about this Conflict of Interest Policy or the documentation described above may be directed to the Chief Compliance, Privacy and Ethics Officer at (516) 296-2389.

## NHCC SYSTEM

### Conflicts Disclosure Statement

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

**Attestations:**

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

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

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

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

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

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**Certification**

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

---

Printed Name

---

Signature

---

Department & Facility

---

Date:

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





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

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

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

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

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

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

Sincerely,

Maureen Roarty  
Senior Vice President of Human Resources

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

NAME	TITLE	DATE	SOURCE	DESCRIPTION	AMOUNT	SUPERVISOR'S APPROVAL

Approved Date: 9/27/2018  
Effective Date: 9/27/2018

Next Review Date: 9/27/2020

Facility ID: 528  
Certificate No. 2956902H

# State of New York

## Department of Health

### Office of Primary Care and Health Systems Management

#### OPERATING CERTIFICATE

Hospital

Nassau University Medical Center  
2201 Hempstead Turnpike  
East Meadow, New York 11554

Effective Date: 07/02/2016  
Expiration Date: NONE

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

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

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

Other Authorized Locations  
Hospital Extension Clinic  
NEMC Dialysis Center @ A. Holly Patterson  
Extended Care Facility  
875 Jerusalem Avenue B Building 3rd Floor  
Lithonia, New York 11553  
Mobile Hospital Extension Clinic  
Mobile Van Manography  
2201 Hempstead Turnpike  
East Meadow, New York 11554

20160714 Deputy Director Office of Primary Care and Health Systems Management

*Handwritten signature*

This certificate must be conspicuously displayed on the premises.

Handwritten initials  
Commissioner

Facility Id. 9752  
Certificate No. 2950002H

# State of New York

## Department of Health

### Office of Primary Care and Health Systems Management

Effective Date:  
Expiration Date:

06/01/2015  
NONE

#### OPERATING CERTIFICATE

Mobile Hospital Extension Clinic

Mobile Van Mammography  
2201 Hempstead Turnpike  
East Meadow, New York 11554

Operator: Nassau Health Care Corporation  
Operator Class: Public County

Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law to operate as Extension  
Clinic at the above site for the service(s) specified.

Medical Services - Other Medical  
Specialties

20150910 Deputy Director Office of Primary Care and  
Health Systems Management

*Kristin M. Lanza*

This certificate must be conspicuously displayed on the premises.

Facsimile  
Commissioner

## COUNTY OF NASSAU

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

1. Name of the Entity: Nassau Health Care CorporationAddress: 2201 Hempstead TurnpikeCity: East Meadow State: NY Zip Code: 115612. Entity's Vendor Identification Number: 1134656903. Type of Business: Public Corp (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 file(s):

YES ☐ NO ☒

First Name Warren  
Last Name Zysman  
MI D Suffix \_\_\_\_\_  
Address 5 Schenk Avenue, Apt. 3F  
City Great Neck State NY Zip Code 11021  
Position Member of Board

First Name Frank  
Last Name Saracino  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 608 Carman Avenue, Apt. B1  
City Westbury State NY Zip Code 11590  
Position Member of Board

First Name Maureen  
Last Name Roarty  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 2201 Hempstead Turnpike  
City East Meadow State NY Zip Code 11554  
Position Executive Vice President, Human Resources

First Name Linda  
Last Name Reed  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address 303 Duck Pond Drive South  
City Wantagh State QC Zip Code 11793  
Position Member of Board

First Name Russell  
Last Name Caprioli  
MI \_\_\_\_\_ Suffix \_\_\_\_\_

Address	1801 Bay Boulevard		
City	Atlantic Beach	State	NY
Position	Member of Board	Zip Code	11509

First Name	Felice		
Last Name	Jones-Lee		
MI		Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	Executive Vice President, Quality Assurance & Utilization Review	Zip Code	11554

First Name	Megan		
Last Name	Ryan		
MI	C	Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	Executive Vice President, General Counsel	Zip Code	11554

First Name	Victor		
Last Name	Gallo		
MI	A	Suffix	
Address	9 Nassau Boulevard		
City	Garden City	State	NY
Position	Member of Board	Zip Code	11530

First Name	Robert		
Last Name	Heatley		
MI	S	Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	Executive Vice President, Business Development and Ambulatory Services	Zip Code	11554

First Name	Winifred		
Last Name	Mack		
MI	B	Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	President/Chief Executive Officer	Zip Code	11554

First Name	Bobby		
Last Name	Kalotee		
MI	K	Suffix	
Address	5 Bradley Court		
City	Syosset	State	NY
Position	Member of Board	Zip Code	11791

First Name	Anthony		
Last Name	Boutin		

MI		Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	Chief Medical Officer	Zip Code	11554

First Name	John		
Last Name	Maher		
MI	P	Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	Executive Vice President, Chief Financial Officer	Zip Code	11554

First Name	Giuseppe		
Last Name	Caruso		
MI		Suffix	
Address	4271 Hempstead Turnpike		
City	Bethpage	State	NY
Position	Member of Board	Zip Code	11714

First Name	Steven		
Last Name	Cohn		
MI		Suffix	
Address	537 Springtown Road		
City	New Paltz	State	NY
Position	Member of Board	Zip Code	12561

First Name	John		
Last Name	Sardelis		
MI		Suffix	
Address	260-07 Pembroke Avenue		
City	Great Neck	State	NY
Position	Member of Board	Zip Code	11020

First Name	Kathy		
Last Name	Skarka		
MI		Suffix	
Address	2201 Hempstead Turnpike		
City	East Meadow	State	NY
Position	Executive Vice President, Patient Care Services	Zip Code	11554

First Name	George		
Last Name	Tsunis		
MI	J	Suffix	
Address	246 Piping Rock Road		
City	Matinecock	State	NY
Position	Chairman of Board	Zip Code	11560

First Name	Michael		
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Last Name	DeLuca			
MI		Suffix		
Address	1145 Roosevelt Way			
City	Westbury	State	NY	Zip Code 11590
Position	Member of Board			

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

If none, explain.

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

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.

Nassau Health Care Foundation, Inc. (New York not-for-profit corporation) has a continuous contract with NHCC to provide services to NHCC.

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

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

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

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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



Dated: 07/08/2019 04:01:10 PM

Title: Executive Vice President/ General Counsel

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

## **AMENDMENT NO. 1**

THIS AMENDMENT, dated as of \_\_\_\_\_, 2019 (together with any appendices or exhibits attached hereto, this "Amendment"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Sheriff's Department, Division of Corrections, having its principal office at 100 Carman Avenue, East Meadow, New York 11554 (the "Department"), and (ii) Nassau Health Care Corporation, a Public Benefit Corporation having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 ("NHCC" or the "Contractor"), acting for and on behalf of itself and its acute care division, the Nassau University Medical Center ("NUMC").

### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQCC17000012 between the County and the Contractor, executed on behalf of the County on July 26, 2017 (the "Original Agreement"), the Contractor provides health care services at the Nassau County Correctional Center ("NCCC" or the "Jail"), which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from September 1, 2017 through August 31, 2019, subject to sooner termination as provided for in the Original Agreement (the "Original Term"); and

WHEREAS, the Services were to be provided by the Contractor on an interim basis for two (2) years until a long-term health care provider is selected through the County's procurement process; and

WHEREAS, the County issued a Request for Expressions of Interest ("RFEI") on January 18, 2019 to identify interest from health care providers that would be capable of providing the Services on a long-term basis; and

WHEREAS, after reviewing the responses to the RFEI, the County has determined that the best interests of the County would be served by continuing to obtain services from NHCC on a long term basis; and

WHEREAS, in order to allow time to develop a long-term contract to provide the Services, the County and the Contractor desire to extend the Original Term, amend the Compliance with Law Section of the Original Agreement to comply with Executive Order 2-2018, and amend the Financial Provisions Section of the Original Agreement to designate the County as the payor of last resort for certain claims.

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

1. Term Extension. The Original Agreement shall be extended for six (6) months so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be February 29, 2020, unless sooner terminated in accordance with the provisions of the Original Agreement.

2. Article VII. Financial Provisions is amended by adding a new Section L, as follows:

L. County as Payor of Last Resort. Notwithstanding anything to the contrary in the Agreement:

- a. To the extent an inmate has coverage with Medicare, Medicaid, a Medicaid managed health plan or a commercial health plan (individually and together, a "Primary Payor") for Jail-Based Services, Hospital-Based, Ancillary Services, professional services and other services provided by NHCC, as described in Article II of the Agreement (the "Services"), the County will be considered the payor of last resort.
- b. NHCC and the County (including support from the Nassau County Department of Social Services) shall cooperate in identifying Primary Payors that can be billed for Services to inmates with dates of Service performed during the term of this Amended Agreement, which includes Services performed prior to the execution of this Amendment and NHCC shall, in good faith, bill such Primary Payors. In cases where NHCC is unsuccessful/unable to bill and or collect from the Primary Payors, the County will be deemed the Payor of last resort

3. Facility Equipment and Capital Improvements. In accordance with Section VI.B. of the Original Agreement, the County agree to process a contract advisement for MRI equipment, including installation and associated ancillary costs (collectively, the "MRI Equipment"). NHCC shall provide the Department with supporting documentation to support the advisement.

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

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

NASSAU HEALTH CARE CORPORATION

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally  
came \_\_\_\_\_ to me personally known, who, being by me duly sworn,  
did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she  
is the \_\_\_\_\_ of \_\_\_\_\_, the corporation

NOTARY PUBLIC

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally, came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or s

NOTARY PUBLIC

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, 1993 Federal Register (pages 19180-19211).  
(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.

Megan C. Ryan, Esq. General Counsel NHC C  
Name and Title of Authorized Representative

*Meg C Ryan*  
Signature

9/21/18  
Date

Nassan Health Care Corporation  
Name of Organization

2201 Hempstead Turnpike  
Address of Organization  
East Meadow NY 11554



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/21/2018

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

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

<b>PRODUCER</b> Marsh Management Services Cayman Ltd. Governors Square, Bldg 4, Floor 2 23 Lime Tree Bay Avenue, PO Box 1051 Grand Cayman KY11102 Cayman Islands	<b>CONTACT NAME:</b> Client Services Insurance Dept. <b>PHONE (A/C No. Ext):</b> (345) 949-7988 <b>FAX (A/C No):</b> (345) 949-7849 <b>E-MAIL ADDRESS:</b> cayman.certs@marsh.com
<b>INSURED</b> Nassau Health Care Corporation (Together with all other Insureds listed on the policy) 2201 Hempstead Turnpike East Meadow NY 11554	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> NHCC, Ltd. <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

COVERAGES CERTIFICATE NUMBER: 2018 REVISION NUMBER:

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

INSURER	TYPE OF INSURANCE	ADDL SUBR WSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	DPL 001-18-A	9/29/2018	9/29/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$
	OTHER:					Employee Benefits \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$
	DED	RETENTION \$				AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N				PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A				OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A	HOSPITAL PROFESSIONAL LIABILITY - CLAIMS MADE		DPL 001-18-A	9/29/2018	9/29/2019	EACH CLAIM \$1,000,000
						AGGREGATE \$2,000,000

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

The Certificate Holder is named Additional Insured as their interest may appear under the terms and conditions of the above mentioned policy.

## CERTIFICATE HOLDER

County of Nassau  
200 County Seat Dr.  
Mineola, NY 11501

## CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh Management Services Cayman Ltd.





**Workers'  
Compensation  
Board**

ANDREW M. CUOMO  
GOVERNOR

CLARISSA M. RODRIGUEZ  
CHAIR

**Office of the Secretary  
Compliance With Workers' Compensation Law**

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Nassau Health Care Corporation

WCB #: W840078

Tax ID #: 11-3465690

Qual Date: 9/29/1999

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed the seal of the Workers'  
Compensation Board this 31st day of January  
2018.

KIM MCCARROLL  
SECRETARY

Status Confirmed By

Program Manager 2  
1/31/2018

Contract ID#: CQCC17000012



Department: N.C. Sheriff's Department

E-154-17

**Contract Details**SERVICES: Comprehensive Inmate Health Care ServicesNIFS ID # CQCC17000012 NIFS Entry Date: 6/20/17 Term: 9/1/17 - 8/31/19

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input 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 type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

**Agency Information**

Vendor		County Department	
Name Nassau Health Care Corporation	Vendor ID# 11-3465690	Department Contact Narda Hall	
Address 2201 Hempstead Turnpike East Meadow, NY 11554	Contact Person Dr. Victor F. Politi	Address Nassau County Correctional Center 100 Carmen Ave. East Meadow, New York 11554	
	Phone (516) 572-6011	Phone (516) 572-3810	

**Routing Slip**

DATE	DEPARTMENT	INTERVAL VERIFICATION	SIGNATURE	REMARKS
6/20/17	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/20/17	County Attorney *	CA RR&I Verification <input checked="" type="checkbox"/>	6/20/17 <i>[Signature]</i>	
6/20/17	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	6/20/17 <i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
	County Attorney	NIFS Approval <input type="checkbox"/>	6/11/2018 <i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	7/12/17 <i>[Signature]</i>	
6/20/17	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	6/20/17 <i>[Signature]</i>	



## Contract Summary

<b>Description:</b> Contract for comprehensive inmate health care services.
<b>Purpose:</b> This is a contract for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center. The contract, with Nassau Health Care Corporation ("NHCC"), through its acute care division, Nassau University Medical Center ("NUMC"), represents a shift from the "for-profit" delivery model to a more traditional public delivery of services, using civil service employees who are CSEA members. The proposed contract with NHCC (the "Contract") is the next step in the transition of inmate healthcare from Armor Correctional Medical & Health Services of New York, Inc. ("Armor"). The County's contract with Armor terminates no later than August 31, 2017 pursuant to the terms of Amendment No. 3 to the Armor contract, which amendment was approved by the Rules Committee on May 22, 2017 by Resolution No. 180-2017.
<b>Method of Procurement:</b> NHCC is a "preferred provider" of healthcare services pursuant to Successor Agreement dated as of November 1, 2007 by and between the County and NHCC.
<b>Procurement History:</b> The Contract follows two RFP solicitations that resulted in no contract awards for the inmate healthcare services: One issued in August of 2016; and one issued in February of 2017.
<b>Description of General Provisions:</b> NHCC, through NUMC or other third-party providers, will be responsible for providing medical, mental health, dental and ancillary services to inmates incarcerated at the Nassau County Correctional Center (the "Jail"), including operating an on-site infirmary and making appropriate referrals for hospital admissions, emergency room visits and offsite services not available at the Jail.
<b>Impact on Funding / Price Analysis:</b> Under the Contract, the County will pay all actual costs associated with the provision of healthcare services at the Jail, including personnel salaries, fringe benefits, supplies, contracts, insurance policies, licensing fees and all other costs associated with the provision of services at the Jail. The County will also pay NHCC an administrative fee in an amount equal to the greater of \$3 million or 16.7% of the annual total cost associated with the provision of services at the Jail. The County will make a monthly payment to NUMC in the amount of \$1.5 million plus 1/12 of an estimated \$3 million administrative fee, subject to quarterly reconciliation to actual costs. There is a provision in the Contract requiring the County to pay four (4) monthly payments in advance upon execution of the Contract as NUMC cannot afford to finance healthcare without such payments.  With respect to healthcare services delivered outside of the Jail as currently occurs, and in addition to the costs described in the previous paragraph for healthcare services at the Jail, the Contract provides that the County will be responsible to pay, and NHCC will bill separately for, (i) Hospital-based healthcare services provided at NUMC or any other NHCC facilities; (ii) Ancillary Services by third-party providers, such as laboratory, pathology, radiology and other diagnostic and monitoring services, as well as optometry, pharmacy, and medical waste removal; (iii) service contracts; and (iv) licensing fees.  In addition, as currently exists, the County is responsible for maintaining the Jail facility in good repair and condition, including a commitment of capital funds, currently estimated at \$12,260,000, for equipment and construction related to updating: laboratory equipment, digital radiology equipment, digital dental equipment, MRI, pharmacy storage and equipment, dialysis equipment, optometric and ophthalmological equipment; extension of the NUMC 7 <sup>th</sup> floor prisoner mental health area from three rooms to six rooms, including telemetry and security monitoring equipment, plus two isolation rooms; Electronic Health Records system and interfaces, including the costs of implementation of systems and conversion of records to electronic form; and other necessary medical equipment.  The County indemnifies NHCC for liability arising out of NHCC's delivery of healthcare services at the Jail, and County will obtain an insurance policy for same.
<b>Recommendation:</b> Approve as submitted.

## Advisement Information

PR5254 (8/04)

Contract ID#: CQCC17



Department: N.C. Sheriff's Department

FUNDING CODE	
Fund:	GEN
Control:	10
Resp:	1320
Object:	DE
Transaction:	

FUNDING SOURCE	
Revenue Contract <input type="checkbox"/>	
County	\$7,000,000.
Federal	\$
State	\$
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$7,000,000.</b>

LINE	DESCRIPTION	AMOUNT
1	CCGEN1320	\$7,000,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$7,000,000.00</b>

% Increase	
% Decrease	

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

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

I certify that this document was adopted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name	<i>[Signature]</i>
Name	<i>Michael S. Cohen</i>	Name	<i>James A. Hawn</i>	Date	<i>6/20/17</i>
Date	<i>7/13/2017</i>	Date	<i>7/12/17</i>	(For Office Use Only)	
				E #:	

RULES RESOLUTION NO. ~~270~~ 2017

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

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 7-10-17  
7 yeas 0 abstained 0 recused 0  
Legislators present 7

WHEREAS, the County has negotiated a personal services agreement with Nassau Health Care Corporation for the provision of medical, mental health, dental and ancillary services to inmates in the custody of the Nassau County Sheriff's Department and/or incarcerated at the Nassau County Correctional Center, 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 agreement with the Nassau Health Care Corporation

THIS AGREEMENT, dated \_\_\_\_\_, 2017 (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 Ave., Mineola, New York 11501 (the "County"), acting on behalf of the Sheriff's Department, Division of Corrections, having its principal office at 100 Carman Ave., East Meadow, New York 11554 (the "Sheriff's Department"), and (ii) Nassau Health Care Corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 ("NHCC" or "Contractor") on behalf of itself and its acute care division, Nassau University Health Center ("NUMC").

## WITNESSETH

WHEREAS, the Sheriff's Department desires to arrange for the provision of health care services at the Nassau County Correctional Center ("NCCC" or the "Jail"), on an interim basis until a more permanent arrangement can be put in place, including preliminary health screening, and access to medical, mental health, dental and substance abuse services during a temporary interim period starting when the current provider of such services ceases its role, for a period of two years, when a permanent provider of healthcare services is selected through the County's procurement process; and

WHEREAS, the County could face a public health emergency at NCCC if a temporary interim arrangement for healthcare services were not put in place immediately; and

WHEREAS, NHCC is capable of providing such services on a temporary, interim basis and is willing to enter into an agreement with the Sheriff's Department in connection with its agreement to assist the County in avoiding a public health crisis at NCCC;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, the parties agree as follows:

### **I. TERM**

The term of this Agreement shall be for a period not to exceed 24 months, commencing September 1, 2017 ("Commencement Date") and terminating on August 31, 2019, unless sooner terminated as hereinafter provided. Start-up costs, including any necessary prepaid expenses and staffing costs, as provided herein, can be paid from the date hereof until services commence on September 1, 2017.

### **II. SCOPE OF SERVICES**

NHCC shall provide certain Jail-Based, Hospital-Based and Ancillary Services as described herein pursuant to the State Corrections Law and Regulations applicable to jails operated by Counties, the DOJ/Nassau County Settlement Agreement ("DOJ Settlement"), and National Commission on Correctional Healthcare standards (collectively, "Applicable Regulations"). Such services shall consist of:

A. Jail Based Services.

1. Medical Services. Except where referral or transfer to NUMC is medically necessary as consistent with the professional medical judgment of NHCC and its physicians, nurses and other clinical employees and contractors ("NHCC Health Professionals"), the following health care services shall be provided on the premises of the Nassau County Correctional Center ("NCCC" or the "Jail"):

(a) Intake. NHCC shall perform an intake examination of all inmates in accordance with protocols developed by NHCC consistent with the Applicable Regulations. All forms and reports generated as a result of such examination shall be filed in the patient's medical record.

(b) Sick Call. NHCC shall provide sick call a minimum of five (5) days per week, shall arrange for a licensed physician to be on call twenty-four (24) hours a day, seven (7) days a week, for immediate access by Non-Physician Providers.

(c) Infirmery/Sub-Acute Care. NHCC will provide staff for the NCCC infirmary. Inmates who require twenty-four (24) hour supervised nursing care and cannot be adequately cared for in housing units will be managed in the infirmary under the supervision of a physician or other appropriate medical staff. The guidelines for admission to and discharge from the on-site infirmary are subject to the judgment of an NHCC physician or other appropriate medical staff.

(d) Emergency Care. NHCC shall provide emergency services, intervention and referrals 24 hours/day, 7 days/week, either at the NCCC or at the NUMC Emergency Room or another appropriate medical facility only where the necessary services are not provided for at NUMC, as confirmed by an NHCC medical professional. Depending upon the medical condition of the Inmate, he or she may be treated at the NCCC or transferred to NUMC or another hospital or appropriate medical facility if NUMC cannot provide for the necessary care thereat, as confirmed by an NHCC Health Professional.

(e) Follow-up. Follow-up care or treatment when clinically indicated. NHCC shall notify the Sheriff's Department, in accordance with policies and procedures, when a medical order is written for follow up care in the infirmary or an outpatient department at NUMC or another appropriate facility if NUMC cannot provide for the necessary care thereat, as confirmed by an NHCC Health Professional. In the event of circumstances beyond the control of NHCC that require cancellation of outpatient appointments, including but not limited to unforeseeable intervening events, NHCC shall make reasonable efforts to reschedule the patient as medically appropriate.

(f) Ambulatory Care. NHCC shall provide ambulatory care on-site at NCCC whenever possible. All specialty clinic referrals are reviewed and approved by an appropriate NHCC Health Professional.

(g) Chronic Care. NHCC shall develop and maintain a chronic care disease management program that includes an updated chronic disease registry of inmates suffering from chronic illnesses. Such chronic illnesses include but are not limited to: asthma, cardiac disease, elevated lipids, diabetes, HIV infection, hypertension, and seizure disorder. The program shall include chronic disease management guidelines consistent with nationally accepted guidelines for the diseases, which shall include appropriate treatment for chronic illnesses, routine tests, examinations, follow up, treatment plans and continuity and coordination of care. NHCC shall keep records of all care, including routine tests and examinations provided to inmates suffering from chronic illness. Such records shall be maintained in the inmate's individual medical record.

(h) Dental care: Each inmate requiring medically necessary emergent dental care shall be seen by a dentist. Emphasis is placed on relieving pain and attending serious dental needs, i.e., to prevent medical complications or where an inmate's health would otherwise be adversely affected. Elective procedures, including procedures that are not essential to maintain proper nutrition, are not provided. Dental services, except for urgent or emergent referrals are provided during routine clinic hours. NHCC must minimally provide the following on site dental services:

- o Dental screening.
- o Referral to a dental specialist consistent with NCCC/NUMC approved policy.
- o Provision of emergency dental care.

(i) Eye Care. NHCC will provide or contract for optometry services and will perform all eye examinations on-site by a certified optometrist or ophthalmologist for all refractive and vision complaints. More complex procedures will be performed at NUMC or another appropriate medical facility, either on an outpatient or inpatient basis, only where the necessary services are not provided for at NUMC as confirmed by an NHCC Health Professional.

(j) Substance Abuse Treatment. NHCC shall assess patients during the intake examination for alcohol and drug dependency and/or symptoms of withdrawal. Inmates suspected of current drug or alcohol abuse or who are otherwise susceptible to withdrawal shall be closely monitored and supervised on site by the NHCC Medical Staff and Sheriff's Department staff, or, if in imminent danger, will be transferred to



acute care, consistent with the judgment of the NHCC Professionals. Mental health staff shall also evaluate all Inmates admitted to NUMC or another appropriate facility only where the necessary services are not provided for at NUMC as confirmed by an NHCC medical professional for mental health services for the presence of substance abuse.

(k) Radiology Services. NHCC shall be responsible for the provision of radiology services, including the following:

(i) Services shall be provided on site at NCCC whenever possible, consistent with available equipment and staffing. Radiology exams that require the transport of an inmate to NUMC or another facility if NUMC cannot provide for the necessary care thereat, as confirmed by an NHCC medical professional as determined by the medical judgment of the NHCC Health Professional and authorized by the Medical Director or his/her designee.

(ii) Radiology exams shall be read within forty-eight [48] hours of the receipt of such exams. Emergency x-rays shall be an exception to this timeframe, and shall be read as "stat" and reported within 24 hours, it being understood that NHCC may use an outside service for reading of x-rays.

(iii) Transfer to NUMC's emergency department for the sole purpose of obtaining x-rays shall be permitted in situations where an inmate is presenting symptoms that reasonably preclude waiting until the on-site x-ray technician is present as determined by the medical judgment of the NHCC Health Professional.

(l) Discharge Planning Services. NHCC shall be responsible for providing health-related discharge plans for Inmates who require medical or mental health services following release from the custody of the Sheriff's Department. Discharge planning shall minimally include the provision of sufficient medications and arranging for necessary follow up and referrals for health services before the inmate's release to the community.

Upon inmates' release from detention, NHCC shall offer inmates the opportunity to be provided (at County expense) with (1) a seven (7) day supply of appropriate medication for inmates suffering from HIV; (2) a five (5) day supply of psychotropic medication to inmates receiving such medication while incarcerated; and (3) prescriptions for appropriate medication (other than those referred to in (1) and (2)), in sufficient quantities to inmates.

Upon inmates' release from detention, Nassau County shall continue to provide inmates with TB with prescription medication and treatment in conformity with recognized standards and protocols applicable to TB prevention and treatment.

(m) Sharps. NHCC shall implement a protocol whereby sharps are counted at the commencement and completion of each tour, and the count is recorded. The Sheriff's Department reserves the right to define and ultimately approve what is a sharp utensil as well as enter the medical service area to conduct random, unscheduled audits and to supervise the count. NHCC shall immediately report discrepancies to the Sheriff's Department; any missing items must be reported to the Tour Commander or Officer of the Day immediately, and then to the Sheriff or his designee.

(n) Women's Health Care Services. NHCC shall provide medical care for women inmates, including routine screening for pregnancy, timely screening for sexually transmitted disease, HIV counseling and testing and routine gynecological and obstetric care. Treatment plans for pregnant women, which shall include discharge planning.

## 2. Mental Health.

### (a) Services Generally.

NHCC shall develop and implement written policies and procedures so that inmates requesting mental health services, inmates who become suicidal and inmates who develop serious mental illness while incarcerated are evaluated and treated timely, irrespective of the manner in which the services are requested. Mental health staff shall be provided with up to date housing lists of inmates to ensure continuity of care. Inmates with positive suicide screens shall be provided with the appropriate level of supervision (as determined by the medical judgment of the NHCC Health Professionals and upon conferring with appropriate Sheriff's Department staff ) by the Sheriff's Department, and shall be timely seen and evaluated by mental health staff.

(b) Inpatient Services. Patients who require inpatient hospitalization shall be promptly referred to NUMC or another hospital or medical facility, only where the necessary services are not provided for at NUMC, as confirmed by an NHCC medical professional. Patients identified as requiring continued mental health treatment shall be scheduled for follow-up appointments with an appropriate mental health staff member. Psychotropic medication shall be prescribed and safely administered and monitored according to accepted medical practice standards. All patients discharged from acute care shall be assessed by a qualified mental health professional upon return to the correctional center.

3. Provision of Services to Sheriff's Department Personnel.

(a) First Aid. NHCC shall provide on-site first aid services to correctional personnel working at NCCC and to civilian personnel on-site, where urgency is present. In the event of an emergency, the services to be rendered by the Health Professional will consist of triage evaluation, and, if the patient's condition warrants, stabilization pending transfer to an Emergency Room or other acute care setting. If there is no emergency, the health professional will refer the Corrections employee or civilian to his or her private physician. NHCC shall complete a Sheriff's Department injury report for every Corrections employee and civilian to whom it provides first aid. No other care will be required to be provided for Sheriff's Department personnel or visitors.

(b) Hepatitis B Vaccination of Sheriff's Department Correctional Personnel. At the County's expense, and if requested by the Sheriff's Department, NHCC shall provide Hepatitis B Vaccinations for newly recruited Sheriff's Department correctional personnel.

4. Provision of Emergency Services to Visitors at NCCC. In the event of an emergency involving visitor(s) to the Jail, NHCC shall provide triage evaluation on-site of visitors at NCCC and, if the patient's condition warrants, stabilization pending transfer to an Emergency Room or other acute care setting. No other care will be required to be provided for Sheriff's Department personnel or visitors.

B. Hospital-Based Services.

1. NHCC shall provide medically necessary health care services to inmates at NUMC, or shall refer inmates to another hospital or medical facility only in those cases where NUMC does not have the capability to provide the necessary services thereat, as confirmed by an NHCC Health Professional, when such services cannot or are not being provided at the Jail. Payment for services provided at NUMC or any other NHCC facilities are in addition to the monthly payment for services provided at the Jail, and will be billed to the County separately, for prompt payment. For the avoidance of doubt, the County shall pay NHCC separately for any services provided at NUMC or other NHCC facilities, in addition to the fixed monthly payment to NHCC for services provided at the Jail. NHCC shall bill the County promptly for services at NUMC or other NHCC facilities at the then-current Medicaid rate for hospital inpatient and outpatient service, plus the Medicaid rate for inpatient and outpatient professional services, plus any ancillary costs that are separately billable under the Medicaid Program, plus costs specific to inmate care (for example, extra security, one-to-one observation, etc.). The County shall pay all bills for services at NUMC or other NHCC facilities or Non-NUMC facilities within 60 days of receipt of the bill, unless the Office of

the Nassau County Comptroller requires additional time for review and approval, and the County reserves the right to conduct further reviews after payment, for discussion in subsequent quarterly reconciliations.

2. Any reviews of NHCC bills for inpatient and outpatient services at NUMC shall be performed by a mutually agreed upon County vendor. The County's current Vendor, known as "COCHS," will continue in this role unless or until either Party requests a mutually approved Third Party Reviewer. In such an event, the Parties shall jointly issue an RFP for such services, and representatives of both Parties shall evaluate prospective vendors' proposals and mutually select same. In any event, such reviews shall not apply to 0, 1 and 2 day stays. Any adjustments based on such reviews shall be incorporated into quarterly reconciliations.

3. NHCC's professionals shall have authority to make the final determination of the appropriateness of all services provided to, or ordered to be provided to inmates, and the location at which such services are provided, except that services shall only be provided at other locations when such care is unavailable at NUMC, as confirmed by an NHCC Health Professional. Monthly advance payment to NHCC by the County shall not be subject to reduction based on retrospective reviews. Changes in payment based on actual costs in a given month will be addressed in quarterly reconciliations. Similarly, transfers to other hospitals and providers shall be governed by the unavailability of such services at the Jail or NUMC, as confirmed by NHCC's professionals, and paid directly by the County to such other hospitals and providers.

4. As of the commencement date, the following Hospital-Based Services shall be provided at NUMC:

(a) Inpatient Hospital Services

(i) Inpatient hospital services will be provided, when determined to be necessary in the professional judgment of the NHCC Health Professionals. The provision of inpatient and emergency care shall be consistent with nationally accepted care guidelines. Transfer outside the Jail for emergency care or care unavailable at NHCC will be determined only by a NHCC Health Professional.

(ii) An accounting in logbook format of all emergency department transfers, including inmate name, referring practitioner, date, time of departure, reason for referral, date and time of return or other disposition shall be maintained by NUMC and made available to NCCC at its request.

(b) Transfer of Inmates from NCCC to NUMC Or Other Facilities. Where medically indicated, Inmates shall be transferred to NUMC or another medical facility for Hospital-Based Services. When such transfers are necessary, the Sheriff's Department shall be responsible for effectuating such transfer and NHCC shall cooperate in such transfer. Direct admissions may be made upon the order of an NHCC Health Professionals. NHCC shall work diligently to quickly and effectively accommodate the inmate ambulatory services population, possibly including the provision of separate scheduling in their outpatient services departments. The Sheriff's Department shall be responsible for providing transportation when not by ambulance, and for providing corrections officers to accompany and remain with inmates while they are in the hospital or other facilities.

(c) Transfer of Inmates from Other Hospitals. The Sheriff's Department shall contact NHCC whenever an Inmate is arraigned at the bedside in a hospital other than NUMC. For this purpose, the Medical Director and/or Deputy Medical Director shall be available by cell phone, beeper and email 24/7; to ensure this, NHCC shall, at their own expense, provide the necessary communications equipment to the Medical Director and Deputy Medical Director. Following such notification, the Medical Director or his designee shall contact (and conduct any necessary follow-up communications with) the appropriate health care professional at such other hospital to determine if and/or when such Inmate is stable for transfer to NUMC. When such Inmate's medical condition permits the safe transfer to NUMC, NHCC shall contact the Sheriff's Department, which, in turn, shall arrange for and effectuate the physical transfer of such Inmate to NUMC.

#### 5. Ancillary Services.

Ancillary Services shall include, without limitation, laboratory, pathology, radiology and other diagnostic and monitoring services. In order to avoid disruption of services, the following sub-contracts shall continue in effect between Armor and the Vendor through August 31, 2017, after which NHCC shall either substitute another contract for those services, or enter into a direct contract with the Vendor. The following is a list based on information obtained by NHCC to date, subject to change if additional contracts are in existence and/or needed at the Commencement Date:

- a. Renal Dialysis.
- b. Optometry.
- c. Pharmacy.

- d. Physicist.
- e. Reference Laboratory.
- f. Medical Waste Removal.

Billing to the County for Ancillary Services, including without limitation laboratory, pathology, radiology and other diagnostic and monitoring services, which cannot be provided at NUMC or other NHCC Facilities, as confirmed by an NHCC Health Professional, is in addition to the fixed monthly payment.

As of the date of this Agreement, the following ancillary services have been identified:

6. Laboratory Services.

(a) NHCC shall be responsible for the provision of, or arranging for, laboratory services, in accordance with community standards, including but not limited to prescribing laboratory tests targeted to diagnose presenting symptoms, and to confirm or rule out suspected conditions.

(b) Services shall be provided by NUMC's laboratory department, or referred by NHCC to another laboratory where such services are not available at NUMC as confirmed an NHCC Health Professional.

7. Pharmacy services.

(a) NHCC shall provide or arrange for pharmacy services including, but not limited to, the preparation and dispensing of medicines prescribed by the clinical staff. The provider of pharmacy services must reside within the State of New York or have a subsidiary or satellite within the state. The pharmacy provider shall abide by all local, state and federal rules and regulations and law relating to pharmacy operations. NHCC shall utilize generic pharmaceuticals whenever possible. NHCC shall provide liquid or crushed medication to inmates on the mental health caseload.

(b) NHCC shall prepare a drug formulary, and shall maintain a written plan for the procurement of non-formulary medications. Pharmacy staff shall be responsible for managing the inventory and submitting all required reports.

8. Medication Management.

(a) NHCC shall develop and implement written policies and procedures for appropriate delivery and continuity of medication. Such

procedures shall include timely distribution of medication to inmates who have visits or are out to court; procedures that ensure access to medication in emergencies and on weekends; contemporaneous documentation and monitoring of dosages dispensed and received and documentation of refusals and no-shows; and procedures that ensure that medication errors are recorded and monitored. Only trained and qualified medical staff shall administer medications. NHCC shall provide pharmaceutical staffing and coverage sufficient to address inmates' serious medical and mental health needs.

(b) NHCC shall develop and implement written policies and procedures providing for patient-specific medication administration records. Such procedures shall include filing of medication administration records in the inmate's medical record. NHCC shall develop and implement written policies and procedures regarding inmates' refusal to take or receive medication. These policies and procedures shall include counseling inmates regarding the value of the proffered medication, documenting such counseling, and recording the basis for the inmate's refusal. NHCC shall implement an automated drug profile system, which shall, for example, identify adverse interactions between medications and duplication of therapeutic categories.

9. Reporting of Communicable Diseases. NHCC shall be responsible for reporting to the designated County Sheriff's Department all communicable diseases, including but not limited to sexually transmitted diseases, and to all other local and Federal agencies, as required by law and regulation.

10. Blood-borne Pathogen Exposure. NHCC shall provide emergency care for Sheriff's Department employees who may have been exposed to blood-borne pathogens in a job-related accident or incident at the NUMC Emergency Department when the Sheriff's Department's Occupational Health Service is closed. NHCC shall provide HIV counseling and testing, including rapid HIV testing, as deemed clinically appropriate by NHCC. Initial post exposure prophylaxis will be provided as clinically indicated. NUMC shall bill these services under the Worker's Compensation system.

11. Disaster Planning/Emergencies.

(a) NHCC shall review annually its disaster plan as it relates to NCCC and the NUMC seventh floor and revise it as necessary. Such plan will be consistent with National Commission on Correctional Health Care (NCCHC) or other identified standards, and shall be subject to the Sheriff's Department's approval. NHCC, in conjunction with the Sheriff's Department, shall

conduct appropriate drills at these locations to ensure preparedness for emergencies.

(b) NHCC shall participate as necessary and appropriate in the Emergency Preparedness Plan in cooperation with the Sheriff's Department. An appropriate member of NHCC's staff shall be present in the Sheriff's Department Command Center whenever the Emergency Preparedness Plan is activated.

(c) NHCC shall use commercially reasonable efforts to provide services in a timely and appropriate manner regardless of the occurrence of any unanticipated incidents, contingencies or circumstances at NCCC, and regardless of fluctuations in the Inmate census, except to the extent prevented by disasters, catastrophes or other acts of God. NHCC shall have developed contingency plans approved by the Sheriff's Department that ensure the availability of staffing sufficient to provide services in the event of an emergency (e.g., job action or strike by health professionals or other employees, emergency opening of a closed housing area of NCCC which necessitates additional staff beyond the number and type of health professionals specified herein).

(d) NHCC agrees to use commercially reasonable efforts to provide medical and ancillary staff to the Sheriff's Department in the event of an emergency or disaster, declared or otherwise. NHCC shall cooperate fully with the Sheriff's Department to provide emergency or other services not otherwise specified herein whenever an emergency is declared by Nassau County or upon request from the Sheriff's Department, or by another agency on behalf of the County Executive.

12. Medical Records and Information technology: The NHCC will arrange for appropriate and necessary computer software and hardware to accommodate the needs of the medical services program and to ensure effective interagency communication, provided that the County makes the payments for capital equipment and software. NHCC shall develop and implement written policies and procedures for maintaining unified and collaborative health records. Such procedures shall include maintenance of a single medical record for each inmate covering all admissions to NCCC, inclusion of current notes from all health care providers, and all medication administration records. All medical records, including laboratory reports, etc., shall be timely filed when available.



Medical records shall be separate from the inmate's institutional record. To the extent permitted by the Applicable Regulations and the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the New York Public Health Law, access to individual inmate medical records shall be restricted to NHCC medical personnel and contractors, and to the legal section of the jail and the County when necessary to respond to formal complaints of failure to provide medical care or those alleging injury due to excessive force. Medical information shall be shared with NCCC officers only when the director of the medical unit or the Sheriff or his designee or the Deputy Undersheriff in charge of investigations believes sharing of this information is necessary for the health, safety or security of the institution, staff and inmates. NCCC staff shall be prohibited from divulging inmate medical information to other inmates.

C. Assignment:

1. The Nassau Health Care Corporation's rights and obligations cannot be transferred or subcontracted without written approval from the County, which shall not be unreasonably withheld. The County, by this agreement, incurs no liability to third persons for payment of any compensation provided herein to the Nassau Health Care Corporation. All sub-contracts must be approved by the County. Notwithstanding the foregoing, and in order to avoid disruption of services, the following contracts should continue in effect between Armor and the Vendor until August 31, 2017. Thereafter, NHCC shall substitute another contract for those services, or enter into a direct contract with the Vendor. The cost of such contracts is included in the monthly payments to NUMC for on site services at the jail. The following is a list based on information obtained by NHCC to date, subject to change if additional contracts are in existence and/or needed at the Commencement Date:

- a. Renal Dialysis.
- b. Optometry.
- c. Pharmacy.
- d. Physicist.
- e. Reference Laboratory.
- f. Medical Waste Removal.

Notwithstanding the foregoing, NHCC's professional staffing arrangements, including affiliations, professional services agreements and other contracts with hospitals and other healthcare providers, medical staff arrangements, temporary agency arrangements for

medical and other personnel shall not be considered to be "sub-contracts" or "assignments" requiring County approval or consent.

### **III. NHCC PERSONNEL PROVIDING SERVICES UNDER AGREEMENT**

#### **A. Staffing for Provision of Jail-Based Services.**

In consideration of the County payments provided for in this Agreement, NHCC will provide appropriately qualified staff and supervisory and administrative oversight as is reasonable and necessary in connection with provision of the Services at the Jail and at NUMC and other NHCC facilities. In addition, the monthly County payment shall cover the costs of medical supplies and pharmaceuticals utilized at the jail, subject to adjustment to actual cost. The monthly payment will be reconciled quarterly to NHCC's actual costs, including personnel salaries, fringe benefits, supplies, pharmaceuticals, contracts, and all other costs associated with the provision of services at the Jail, plus an administrative fee of \$3 Million per annum, or 16.7% of the annual total of the monthly advance payments, whichever is higher, to be used in NHCC's sole discretion in relation to the services covered by this Agreement. The cost of overtime and/or temporary staff in any category shall be included as a personnel cost to be paid by the County.

In addition, the County will pay for NHCC's start-up costs, including any necessary prepaid expenses and staffing costs that will commence prior to the first service date to allow for on-boarding, employee physicals, TB testing, orientation, training, planning, preparation and other necessary activities.

1. Table of Organization. NHCC shall prepare and deliver to the Sheriff's Department upon the Commencement date a table of organization that reflects the administrative and clinical management roles of NHCC staff in the delivery of Jail and hospital-based services hereunder.

2. Security Clearance. NHCC shall, at the prospective employee's expense to the extent not prohibited by law or the applicable collective bargaining agreement, take the fingerprints and conduct a background check of all prospective staff members whose fingerprints are not already on file with the Sheriff's Department. NHCC shall provide the Sheriff's Department with all fingerprints. NHCC shall confer with the County in developing appropriate applicant questions and criteria to minimize the potential for prospective employees to pose a threat to the safety and security of the Sheriff's Department's facilities. NHCC shall use commercially reasonable efforts such that all prospective and new employees and contractors are advised, in writing, that vital information will be shared with the Sheriff's Department and the Sheriff's Bureau of Investigation for the purposes of background investigations. For security purposes only, the Sheriff reserves the right to review and approve employees of

the Nassau Health Care Corporation and assigned to the Jail, subject to any limitations imposed by the Civil Service Laws. Further, the Sheriff must be apprised concurrently of all new hires and terminations. The Sheriff's Department reserves the right to revoke an employee's security clearance at any time. The Sheriff's Department reserves the right to inspect the person and/or any package carried by the person upon entering and leaving the Correctional Center.

3. Minimum Qualifications for Health Professional Staff. Each Health Professional who is a physician performing services under this Agreement shall meet the requirements of the NHCC Credentialing Policy. Each Non-Physician Provider shall possess and maintain all required credentials and qualifications to carry out their duties under this Agreement.

B. Training and Orientation.

1. NHCC shall require its employees and contractors providing services hereunder to attend a one-day orientation session at NCCC. NHCC shall require that all such personnel agree to comply with applicable Sheriff's Department policies and procedures, including security procedures and interaction with inmates.

2. NHCC shall train its employees and contractors assigned to providing services at the Jail in specific methods to prevent inmates from gaining access to and possessing any medical supplies, pharmaceuticals or equipment; and the manner in which all sharp instruments/utensils/supplies will be issued, controlled while in use, stored, and accounted for prior to the end of each shift.

C. NHCC Employee Attire

1. NHCC employees and contractors providing services at NCCC shall be properly attired in a uniform consistent with NHCC policies, provided that NHCC employees shall not wear orange or green uniforms. NHCC staff shall be required to wear name badges and NCCC ID badges at all times. All uniforms and medical-related clothing must be secured in a locked area when not being worn. The Nassau Health Care Corporation's employees must be clean and neat at all times and easily discernible from the non-medical and/or custodial staff.

2. All contract employees shall wear the County Supplied identification badge, with picture, face up in a visible manner from the point at which they enter the building and at all times while in the building until the point they leave the secured areas. In addition, Medical staff must wear a name badge with the title on his or her uniform.

#### **IV. QUALITY IMPROVEMENT AND RISK MANAGEMENT**

##### **A. Quality Improvement Program.**

1. NHCC will implement a functional, interdisciplinary quality improvement program for medical and mental health care, which shall include development of a written quality improvement plan that includes annual self-evaluation, the provision of evaluations and recommendations regarding clinical guidelines, the selection of performance indicators, internal peer review and the establishment of a Quality Improvement Committee [QIC] as part of NHCC's existing Quality Improvement Program.

2. Quality Improvement Programs, Program Monitoring and Evaluation and other reviews shall be used for Performance Improvement purposes, and development of mutually acceptable Corrective Action Plans, and shall not have any impact on the level of payment to NHCC, and will be limited to the Performance/Quality Improvement program. The County's Inmate Healthcare Contract Monitor may participate in Performance/Quality Improvement program activities. Risk Management systems to be included into NHCC personnel costs.

##### **B. Risk Management.**

1. NHCC shall designate patient advocates to whom the Sheriff's Department may forward complaints and other inquiries related to medical, mental health and ancillary services provided by NHCC who will have staff to conduct investigations and report back findings and results within a reasonable amount of time. In addition, NHCC staff will also be expected to receive and respond to complaints from inmates. NHCC shall maintain a record of complaints about health care services.

2. Notwithstanding the foregoing, designated Sheriff's Department staff members shall have access to NHCC's clinical and administrative staff, upon request to NHCC Administration and/or NHCC's Legal Department. Upon granting of such a request, NHCC staff shall reasonably cooperate with investigations. Similarly, upon request to NHCC Administration and/or NHCC's Legal Department, and to the extent permitted by HIPAA and the New York State Public Health Law, Sheriff's Department staff shall also have access to relevant portions of patient records and other patient care-related material, such as logbooks, which shall include information maintained by NHCC's patient advocate staff.

## **V. INSPECTIONS, REVIEWS AND REPORTING**

- A. Inspections. The Sheriff's Department, its employees, representatives and designees shall have the right at any time, given reasonable notice, to inspect the NCCC Facilities where services are performed. NHCC shall render assistance and cooperation to the Sheriff's Department, its employees, representatives and designees in making such inspections.
- B. Program Reviews and Corrective Action Plans.
1. The Sheriff's Department, in cooperation with NHCC, will conduct on-site program reviews. The Sheriff's Department may suggest necessary corrective actions to NHCC. NHCC shall have the opportunity to offer a revised recommendation and shall implement such recommendations agreed upon by the Sheriff's Department and NHCC after discussion between the parties.
  2. As noted elsewhere, Quality Improvement Programs, Program Monitoring and Evaluation and other reviews shall be used for Performance/Quality Improvement purposes, and development of Plans of Correction, and shall not have any impact on the level of payment to NHCC other than as provided in the quarterly reconciliations described above.
- C. Statistical Reporting. The Nassau Health Care Corporation will provide monthly statistical reports regarding the services provided under this Agreement.

## **VI. NCCC Facilities**

- A. Maintenance of Facilities.

The County shall be responsible for maintaining the Jail's facilities and fixtures in good repair and condition and in accordance with all applicable Regulations. The County shall undertake to make any necessary repairs to same, as may be reasonably requested by NHCC from time to time. The County shall be responsible for maintaining the Facilities in a clean and sanitary condition in accordance with all applicable Regulations and arranging for a regular monthly program for extermination of rodents, vermin and other pests so that the Facilities at NCCC meet such standards as may be imposed by State, Federal or local health codes, and additional extermination services, as needed. NUMC/NHCC will be responsible for the routine housekeeping, waste removal and other cleaning activities directly related to the clinics and medical treatment areas throughout the NCCC facilities.

B. Facility Equipment and Capital Improvements.

1. Capital Upgrades. The County, or NUMC/NHCC at the direction of the County, shall make the necessary arrangements to acquire, and the County shall pay the full cost of the Capital Upgrades approved by the County at the Jail and/or NUMC in order to accommodate the care of inmates contemplated under this Agreement, including capital equipment and construction related to: laboratory equipment, digital radiology equipment, digital dental equipment, MRI, pharmacy storage and equipment, dialysis equipment, optometric and ophthalmological equipment; extension of the NUMC 7th Floor inmate inpatient rooms area from three rooms to six rooms, including telemetry and security monitoring equipment, plus two isolation rooms on the 7<sup>th</sup> floor at NUMC. ; Electronic Health Records system and interfaces, including the costs of implementation of systems and conversion of records to electronic form; and other necessary medical equipment. Portable equipment will be returned to the Jail at the conclusion of the contract. Additional equipment and construction needs will be identified as the preparation process continues, and thereafter as services are provided.

The County's initial commitment of capital funds, currently estimated to be \$12,260,000, is subject to the County's review and approval of supporting documentation submitted by NUMC/NHCC. The County shall reimburse NHCC up to ten thousand dollars (\$10,000.00) to construct two adjacent rooms to provide off-site clinic services to inmates that are not otherwise provided at NCCC. As additional capital needs are identified, NHCC shall present those needs to the County for approval and, if so approved, acquisition and payment by the County.

2. Maintenance. NHCC is responsible for maintenance and preventive maintenance of all NHCC medical equipment. Preventive maintenance of any item shall be at a level sufficient to enable the item to remain useful throughout its expected useful life. All maintenance contracts shall include language making them assignable to the County upon termination of this Agreement. The Sheriff's Department shall reimburse NHCC for the reasonable costs of such maintenance. The County shall be responsible for the cost of extended service contracts, and maintenance and preventive maintenance of all medical equipment required for the services under this Agreement, in addition to the fixed fee payable to NHCC under this Agreement. The County also shall pay the licensing fees and other costs of ongoing operation of the electronic medical records system and other equipment and systems whose use requires ongoing license and maintenance fees. In addition, NHCC shall be responsible for the sanitation of all medical equipment and medical storage areas.

3. Repairs, Replacement. The Sheriff's Department must, within thirty (30) days of notification by NHCC (or within a reasonable shorter time frame specifically requested by NHCC in any instance), choose whether or not to pay for a repair, replacement, purchase or lease needed equipment that has not been previously identified. The Sheriff's Department may pay the vendor directly or reimburse NHCC for its payments to the vendor, net of any discounts, credits, rebates or other price reductions applied by the vendor in connection therewith.

4. Inventory. NHCC and the Sheriff's Department will, annually, jointly inventory all County owned capital equipment under the Nassau Health Care Corporation's direct control. As part of this inventory, a general assessment as to the condition and expected useful life of each item will be made. NHCC and the Sheriff's Department should develop an operational diversion control program.

C. Removal of Medical Waste.

NHCC shall be responsible for the proper handling, storage and removal of all medical waste generated at the Facilities. All such waste removal shall be done in accordance with applicable Regulations.

D. Supplies and Medications Maintained at the Facilities.

1. Review: At the commencement of this Agreement, the parties will review the existing inventory of medical, surgical and pharmaceutical supplies and of the equipment at each of the Facilities and will prepare a list of such supplies.

2. Inventory: NHCC will maintain an inventory of all medications, equipment and supplies used at each of the Facilities, to be reviewed no less than every 6 months. Within thirty days of the aforementioned review, the parties will agree upon appropriate par levels for such medication and supplies, including re-order points.

3. Supplies. Supplies (including drugs and durable medical equipment) required for the provision of services shall be reimbursed by the Sheriff's Department.

## VII. FINANCIAL PROVISIONS

A. In consideration of the services provided by NHCC, on the first day of each month, the County shall pay to NHCC an advance fee of \$1,500,000.00 per month, subject to final services definitions and staffing plan development, plus 1/12 of an administrative fee of \$3 Million per annum, or 16.7% of the annual total of the monthly advance payments, whichever is higher, to be used in NHCC's sole discretion in relation to the services covered by this Agreement. The County's payment to NHCC

will be adjusted to reflect the actual staffing costs, including all fringe benefits and other costs, including COLA and step increases.

- B. Upon execution of this Agreement, the County shall pay to NHCC an amount equal to \$6,000,000.00, representing four months' monthly advance fee. On the first day of each month of this Agreement, and every month thereafter, the County shall pay to NHCC an amount equal to one month's fee. At the termination of this Agreement, NHCC shall return to the County any funds paid in advance for months that occur after the termination of this Agreement, less any amounts that have not been applied to Jail-related expenses, some of which may extend beyond the termination of this Agreement.
- C. In addition, staffing costs will commence prior to the first service date, to allow for on-boarding, training, planning, preparation and other necessary activities of newly hired staff, and therefore payment to cover those staff as they commence employment will be needed.
- D. Similarly, payments for insurance premiums and other start-up costs may be required in advance of the Commencement Date, in order to have necessary elements in place at the Commencement Date.
- E. The County shall pay all of the costs described in Article VI of this Agreement regarding facilities and equipment. In addition, to the extent that NHCC, rather than the County, acquires any Capital Equipment, the County shall either pay the vendor directly, or provide NHCC with the funds necessary to pay the vendor when the payment is due.
- F. The County shall pay NHCC separately for any services provided at NUMC, in addition to the fixed monthly payment to NHCC for services provided at the Jail. NHCC shall bill the County for services at NUMC or other NHCC facilities at the then-current Medicaid rate for hospital and professional services, plus ancillary costs and costs specific to inmate care.
- G. To assure that the County pays the monthly advance fee each month, and pays NHCC promptly for inpatient and outpatient services provided at NUMC or other NHCC Facilities to inmates and others before, during or after termination of this Agreement, NHCC shall have the right to offset any unpaid amounts against payments that NHCC otherwise would be required to make to the County pursuant to this or any other agreement.
- H. The County shall pay other hospitals and providers for any services they provide, pursuant to arrangements the County puts in place with such other hospitals and providers. NHCC shall in no event be responsible for payments to other hospitals and providers. Any amounts paid by the County to other hospitals and providers will not be deducted from, or have



any other impact on payment by the County of amounts due to NHCC under this Agreement.

- I. The County shall pay the full cost of insurance policies, including Professional Liability, General Liability, Property, Special Crime, Directors & Officers/Employment Practices, and other insurance policies reasonably purchased by NHCC in relation to the implementation of this Agreement at the Jail, including a Rider (obtained at NHCC's initial cost not to exceed \$65,000.00. Any additional annual premium costs are to be paid for by the county during the term of this Agreement ) to extend the Professional Liability Policy to cover inmates who are treated at NUMC or other NHCC facilities, and including the cost of Extended Reporting Period ("Tail") coverage at termination. The County also shall pay the full cost of a mutually selected Third Party Administrator engaged for the purpose of managing claims. Such coverage and the County indemnification shall apply to all claims against NHCC, even if a portion of the care was provided by another hospital or provider.
- J. Any and all payments provided for under this Agreement shall be excluded from the "direct pay guaranty" and shall not be offset by the County in relation to any other obligations that NHCC may have to the County. These payments shall not be subject to the 10% reduction in the existing advance program, or to any other holdback or reduction.
- K. Fee schedule: To facilitate payment for services provided at NUMC or other NHCC facilities, NHCC will provide the Sheriff's Department with Medicaid rate schedules for outpatient and inpatient services, and related professional services provided at NUMC as they become available. Charges are based on the following:
  - a. Inpatient facility and professional service costs are based on the then current Medicaid rate in effect, adjusted for any retroactive rate adjustments by Medicaid for the services provided for hospital and professional services provided by NUMC or other NHCC facilities. Non-DRG inpatient services are based on the Medicaid per-diem rate.
  - b. Outpatient service facility and professional costs are based on the then current Medicaid APG rates in effect, adjusted for any retroactive rate adjustments by Medicaid for the services provided for hospital and professional services provided by NUMC or other NHCC facilities. or the fee schedule for services not covered by APG rates.
  - c. Ancillary service costs, inclusive of laboratory, pathology, radiology shall be at the Medicaid rate for the facility and professional components, unless such costs are separately paid by

the Medicaid program, in which case the Sheriff's Department shall pay for such services at the same rate paid by the Medicaid Program, for the facility and professional components.

6. Timing of Payment Claims.

The County shall pay amounts due for services provided at NUMC within 60 days of submission of an Invoice, except where the Office of the Nassau County Comptroller requires additional time to review invoices and approve payment.

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

### **VIII. INDEPENDENT CONTRACTOR.**

The Nassau Health Care Corporation is an independent entity from the County. The Nassau Health Care Corporation shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Nassau Health Care Corporation, 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).

Nassau County is an independent entity from the County. Nassau County shall not, nor shall any officer, director, employee, servant, agent or independent contractor of Nassau County, be (i) deemed an NHCC employee, (ii) commit the NHCC to any obligation, or (iii) hold itself, himself, or herself out as an NHCC employee or Person with the authority to commit NHCC 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).

**IX. No Arrears or Default.** Except as set forth in the "due to/due from" ledger entries of the County and NHCC, and subject to ongoing reconciliations, 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.

**X. Vouchers; Voucher Review, Approval and Audit and Accounting Procedures; Records.**

- A. Payments shall be made to the Contractor as provided herein, and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services to be 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").
- B. 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.

**XI. COMPLIANCE WITH LAW**

- A. Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a living wage, disclosure of information, and vendor registration, in connection with its performance

under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

- B. 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:
- a. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
  - b. Failure to comply with the Living Wage Law, as amended, may constitute 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.
  - c. 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 as Appendix L, to the extent applicable to NHCC, 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.

## **XII. MINIMUM SERVICE STANDARDS**

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.

### **XIII. TERMINATION**

- A. Generally. This Agreement may be terminated (i) for any reason by the County upon sixty (60) days' written notice to NHCC, (ii) by the County for "Cause" immediately upon the receipt by NHCC of written notice of termination, (iii) upon mutual written Agreement of the County and the Nassau Health Care Corporation, 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 NHCC for cause as defined above, or if performance becomes impracticable through no fault of NHCC, where the impracticability relates to the ability of NHCC 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 NHCC delivering to the designated County representative or the Sheriff, at least ninety (90) days prior to the termination date (or a shorter period if ninety days' notice is impossible), a notice stating (i) that NHCC 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 NHCC's right to terminate under this subsection. A copy of the notice given to the County representative or Sheriff shall be given to the Deputy County Executive who oversees the administration of the Sheriff's Department (the "Applicable DCE") and the Sheriff on the same day that notice is given to the County representative.
- C. NHCC Assistance Upon Termination. In connection with the termination or impending termination of this Agreement, provided that the County pays the full cost of such transition services, the Nassau Health Care Corporation shall, regardless of the reason for termination, take reasonable actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to provide information to the County, in order to assist the County in transitioning the Nassau Health Care Corporation's responsibilities under this Agreement. Transition assistance shall not include the provision of healthcare services at the Jail. The

provisions of this subsection shall survive the termination of this Agreement.

- D. Termination costs, including payment of employee costs during notice periods during which employees must be paid under applicable contracts or rules, accrued but unused vacation, sick and compensatory time, as appropriate; data migration, and other termination costs of personnel, equipment and services, as well as transition assistance provided by NHCC to the County and/or a successor provider of healthcare services to the Jail, shall be paid by the County. NHCC shall have the right to seek legal fees in connection with the termination of this Agreement and any related litigation. Such costs shall be pro-rated for the period of time the employee provided services at NCCC. Subject to the foregoing, 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.
- E. Upon termination, all equipment and improvements will remain where located, and shall be owned by and available for continued use at such location by the party at whose site they are located, provided, however, that any equipment purchased by NHCC and "lent" to the Sheriff's Department shall be returned to NHCC. Notwithstanding the foregoing, upon termination of services under this Agreement, the County and NHCC shall have twelve (12) months to negotiate terms regarding the disposition of the MRI equipment. During such twelve-month period, the County shall continue to pay the debt service on the MRI equipment, and NHCC shall determine whether it wishes to purchase the MRI equipment for an amount not exceeding Fair Market Value, or return the MRI equipment to the County at the County's cost.

#### **XIV. GENERAL**

- A. Indemnification; Defense; Cooperation.
  - a. The County shall be solely responsible for and shall indemnify and hold harmless NHCC, and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, settlements, losses, costs, expenses (including, without limitation, attorneys' fees, expert fees, and all disbursements) and damages ("Losses") not covered by insurance, arising out of or in connection with any acts or omissions of the County, Contractor or a Contractor Agent, arising out of or in any way related to the Jail-Based Services provided to inmates as described in this Agreement, including claims for malpractice, personal injury,

claims for damage to property owned by or leased to NHCC that is located at NCCC and damaged by an inmate, civil rights claims filed by inmates, and all other claims and lawsuits initiated against the County, NHCC related in any way to the provision of the Jail-Based Services, or visitors, including all costs in any way related to the period prior to the commencement of this Agreement, including claims by Armor employees, vendors or contractors into which NHCC is impleaded or named as a defendant and the cost of responding to subpoenas and requests for information covering periods prior to the commencement of this contract, during the term of this contract, and after the termination of this contract, 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. For avoidance of doubt, it is intended by the Parties that the County's Indemnification shall serve as a back up and will provide coverage for any gap or excess of any insurance policies obtained by the County, NHCC, and by Armor (including "tail" coverage) for inmate health services.

- b. The County shall, upon NHCC's demand and at the NHCC's direction, promptly and diligently defend, at the County'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 County shall pay and satisfy any judgment, decree, loss or settlement in connection therewith to the extent that the payment is not otherwise covered by insurance.
- c. The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Sheriff's Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.
- d. The provisions of this Section shall survive the termination of this Agreement.

- B. Legal Compliance. Notwithstanding any other provision in this Agreement, NHCC shall ensure that any service provided pursuant to this Agreement, complies with all pertinent Regulations, and that all necessary approvals thereunder have been obtained.
- C. Inmates' Rights. NHCC and its employees, contractors and agents shall act in accordance with the Regulations, as applicable, and amendments

thereto which, from time to time, may be established by the Sheriff's Department, concerning inmates' rights (i) to be treated with dignity; (ii) to non-discrimination; (iii) to confidentiality and (iv) to know their diagnoses, prognoses and available modalities of care (as long as any amendments established by the Sheriff's Department other than those required by applicable State, Federal and local laws, rules and regulations are consistent with the terms of this Agreement).

- D. Mediation of Disputes. In the event the parties are unable, after a period of 60 days good faith negotiation, to settle any controversy, dispute or claim (each, a "Claim") arising out of or related to this Agreement, then before either party may pursue the Claim before a court or other tribunal, the parties shall submit the Claim to non-binding mediation. The mediator or mediation vendor shall be jointly selected by the parties hereto. The parties shall provide written notice of the Claim to the President of NHCC and the County Executive. The President of NHCC and the County Executive or his or her designee shall meet with representatives of NHCC and the Sheriff's Department in a good faith effort to resolve the Claim. If, following review of the matter by and the recommendation of the President of NHCC and the County Executive, either of the parties is still not satisfied, then such party may pursue its legal remedies.
- E. 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.
- F. 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.
- G. 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:
1. 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 Sheriff's 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.

2. 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.

H. Exclusion of Third Party Rights. Except as may be specifically set out herein, the parties do not intend that anything contained in this Agreement shall extend rights to any person or entity who is not a party hereto.

I. Recoupment of Disallowances, Questioned Costs and Over-Payments. Following implementation of the third party billing review process, any adjustments will be made as part of the quarterly reconciliation process. In no event will the County or the Sheriff's Department withhold from future payments due to NHCC any monies determined as a result of that review process to be due back to the Sheriff's Department.

J. Assignment; Amendment; Waiver; Subcontracting. Subject to the provisions of Paragraph II.D, 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.

K. 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 Sheriff's Department, to the attention of the Commissioner at the address specified above for the Sheriff's Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Sheriff's 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.

L. All Legal Provisions Deemed Included; Severability; Supremacy.

1. 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.

2. 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.

3. 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.

4. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

M. 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.

N. 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.

O. **Administrative Service Charge.** The administrative service charge for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006 has been waived based on NHCC's status as a governmental entity.

P. **Executory Clause.** Notwithstanding any other provision of this Agreement:

1. **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 requisite County and other governmental 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).
2. **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.
3. NHCC's entry into this Agreement and NHCC's commencement of services hereunder is contingent on receipt of formal, final approvals from all agencies, entities and boards with jurisdiction over the provision of healthcare services at the Jail. These include: NHCC's Board of Directors, the County Legislature, the County Executive, the Nassau Interim Finance Authority, and any other required approvals.
4. In addition, the full and final approval of the Nassau County Civil Service Commission shall be required with regard to the engagement of personnel by NHCC and/or the County in connection with the provision of services under this Agreement, whether on an emergency, temporary, provisional, or other basis. This shall be memorialized in a side letter agreement executed by the parties hereto.
5. **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.

- Q. Compliance with County Appendices. NHCC shall comply with the provisions of Appendix EE attached hereto and made a part hereof, to the extent applicable to NHCC.

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

NASSAU HEALTH CARE CORPORATION

By: [Signature]  
Name: Victory Polch MD  
Title: Pres/CEO  
Date: 6/20/17

NASSAU COUNTY

By: [Signature]  
Name: Charles Richards  
Title: Deputy County Executive  
Date: 7/26/17

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 20<sup>th</sup> day of June in the year 2017 before me personally came Victor F. Politi, MD to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President / CEO of Nassau Health Care Corp (Inc) 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

MEGAN C. RYAN  
Notary Public, State of New York  
No. 02RY6142488  
Qualified in Nassau County  
Commission Expires Mar. 20, 2010

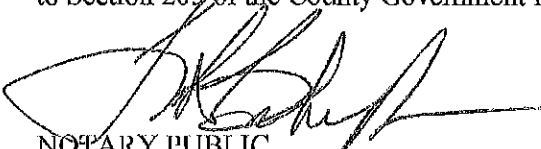
May 28, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 26 day of July in the year 2017 before me personally came Charles E. Wands 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

FRANCIS X. BECKER II  
Notary Public, State of New York  
No. 01BE5073153  
Qualified in Nassau County  
Commission Expires February 18, 2019

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the

recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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



orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

\_\_\_\_\_ (Name)

\_\_\_\_\_ (Address)

\_\_\_\_\_ (Telephone Number)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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