



Certified:

**E-108-21**

Filed with the Clerk of the  
Nassau County Legislature on  
July 5, 2021 12:23 pm

**NIFS ID:CLHE21000001 Department: Health**

**Capital:**

SERVICE: Clinic Services

Contract ID #:CQHE08000078

NIFS Entry Date: 06-MAY-21

Term: from 01-JAN-21 to 31-DEC-21

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

1) Mandated Program:	Y
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

<b>Vendor Info:</b>	
Name: <b>Nassau Health Care Corporation</b>	Vendor ID#: [REDACTED]
Address: 2201 Hempstead Tpke East Meadow, NY 11554	Contact Person: [REDACTED]
	Phone: [REDACTED]

<b>Department:</b>
Contact Name: Dan Naftol
Address: 200 County Seat Dr Mineola, NY 11501
Phone: 516.227.8598

## Routing Slip

Department	NIFS Entry: X	06-MAY-21 -- DJENKINS
Department	NIFS Approval: X	07-MAY-21 -- DJENKINS
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	18-MAY-21 -- IQURESHI
OMB	NIFS Approval: X	10-MAY-21 -- JNOGID
County Atty.	Insurance Verification: X	07-MAY-21 -- AAMATO
County Atty.	Approval to Form: X	07-MAY-21 -- DGRIPPO
CPO	Approval: X	25-MAY-21 -- KOHAGEN

<b>DCEC</b>	<b>Approval: X</b>	<b>25-MAY-21 -- JCHIARA</b>
<b>Dep. CE</b>	<b>Approval: X</b>	<b>01-JUN-21 -- KROSE-LOUDER</b>
<b>Leg. Affairs</b>	<b>Approval/Review: X</b>	<b>05-JUL-21 -- JSCHANTZ</b>
<b>Legislature</b>	<b>Approval:</b>	
<b>Comptroller</b>	<b>Deputy:</b>	
<b>NIFA</b>	<b>NIFA Approval:</b>	

## Contract Summary

<b>Purpose:</b> This is an amendment for additional funds and continuation of services for NHCC to provide public health services.
<b>Method of Procurement:</b> Designated preferred vendor.
<b>Procurement History:</b> In 1999 when the Public Benefit Corp. was formed, the County entered into a Public Health Service Contract to operate medical clinics to meet mandated Public Health requirements.
<b>Description of General Provisions:</b> This agreement provides a variety of public health services, including prenatal care, lead poisoning screening for children under 6, immunization education and vaccine administration, HIV counseling, primary and preventative health care for persons under 21, and many other services.
<b>Impact on Funding / Price Analysis:</b> The maximum amount of this increase is \$25 million for a term of 5 years. Initial encumbrance will be \$5,000,000.00 for 2021.
<b>Change in Contract from Prior Procurement:</b> N/A
<b>Recommendation: (approve as submitted)</b> Approve as submitted

## Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	54	Revenue		15	HEGEN4500/DG906	\$ 5,000,000.00
Resp:	4500	Contract:				\$ 0.00
Object:	DG906	County	\$ 3,200,000.00			\$ 0.00
Transaction:	109	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 1,800,000.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		<b>TOTAL</b>	<b>\$ 5,000,000.00</b>		<b>TOTAL</b>	<b>\$ 5,000,000.00</b>
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated an amendment to a personal services agreement with Nassau Health Care Corporation that will provide public health services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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



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

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

**2. Dollar amount requiring NIFA approval:** \$25000000

**Amount to be encumbered:** \$5000000

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: 1/1/2021 - 12/31/2021**

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

If yes, please explain:

**4. Funding Source:**

X General Fund (GEN)

Capital Improvement Fund (CAP)

Other

Grant Fund (GRT)

Federal % 0

State % 36

County % 64

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:**

The Public Health Services Contract continues the County's current payments to NHCC for public health services at a cost of \$5M annually. Amendment #4 adds \$25,000,000.00 and extends the NHCC Public Health Services Contract: 1/1/2021 to 12/31/2025.

**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

18-MAY-21

**Authenticated User**

**Date**

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

**Authenticated User**

**Date**

## NIFA

Amount being approved by NIFA: \_

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

**Authenticated User**

**Date**

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

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

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

Jack Schnirman  
Comptroller



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

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

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

CONTRACTOR NAME: Nassau Health Care Corporation

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

FEDERAL TAX ID #: [REDACTED]

**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 08/05/2008 [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 formation of the Public Benefit Corp in 1999 when the County entered into a Public Health Service contract to operate medical clinics to meet mandated Public Health requirements

[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.

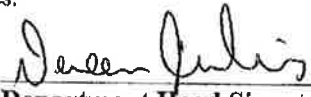
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

**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

4-27-2021  
\_\_\_\_\_  
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.

### Business History Form

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

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

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

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

Date: 01/22/2021

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

2) Address of Place of Business: 2201 Hempstead Turnpike

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

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

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

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

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

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

4) Dun and Bradstreet number: 01-122-5825

5) Federal I.D. Number: [REDACTED]

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:

- 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.  

No
- 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 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.

1 File(s) Uploaded: LD-215 Conflict of Interest.pdf

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

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

YES ☐ NO ☒

Is the proposer an individual?

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

- i) Date of formation;

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.

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

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

First Name Anthony  
Last Name Boutin  
MI Suffix  
Address [REDACTED]  
City [REDACTED] State/Province/Territory NY Zip/Postal Code 11554  
Country US  
Position Chief Medical Officer

First Name Russell  
Last Name Caprioli  
MI Suffix  
Address [REDACTED]  
City [REDACTED] State/Province/Territory NY Zip/Postal Code 1 [REDACTED]  
Country US



Position Member of Board

---

First Name Giuseppe

Last Name Caruso

MI Suffix

Address [REDACTED]

City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]

Country US

Position Member of Board

First Name Steven

Last Name Cohn

MI Suffix

Address [REDACTED]

City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]

Country US

Position Member of Board

First Name Ryan

Last Name Cronin

MI Suffix

Address [REDACTED]

City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]

Country US

Position Board Member

First Name Robert

Last Name Detor

MI Suffix

Address [REDACTED]

City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]

Country US

Position Chairman of Board

First Name Jan

Last Name Figueira

MI R Suffix

Address [REDACTED]

City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]

Country US

Position Board Member

First Name Victor

Last Name Gallo

MI A Suffix

Address [REDACTED]

City [REDACTED] State/Province/Territory NY Zip/Postal Code [REDACTED]

Country US

Position Member of Board

First Name Martin  
Last Name Glennon  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position Board Member

First Name Waylyn  
Last Name Hobbs  
MI \_\_\_\_\_ Suffix Jr.  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position Board Member

First Name Bobby  
Last Name Kalotee  
MI K Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position Member of Board

First Name Kent  
Last Name Kessler  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position Executive Vice Presidentm Human Resources

First Name Janice  
Last Name Pateres  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position Executive Vice President of Nursing / Chief Nursing Officer

First Name Eva  
Last Name Pearson  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State/Province/Territory NY Zip/Postal Code \_\_\_\_\_  
Country US  
Position Board Member

First Name Linda  
Last Name Reed  
MI Suffix  
Address  
City State/Province/Territory Zip/Postal Code  
Country US  
Position Member of Board

First Name Megan  
Last Name Ryan  
MI C Suffix  
Address  
City State/Province/Territory NY Zip/Postal Code  
Country US  
Position Executive Vice President, General Counsel

First Name Frank  
Last Name Saracino  
MI Suffix  
Address  
City State/Province/Territory NY Zip/Postal Code  
Country US  
Position Member of Board

First Name John  
Last Name Sardelis  
MI Suffix  
Address  
City State/Province/Territory NY Zip/Postal Code  
Country US  
Position Member of Board

First Name Warren  
Last Name Zysman  
MI D Suffix  
Address  
City State/Province/Territory NY Zip/Postal Code  
Country US  
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.

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

1 File(s) Uploaded: Operating Certificate.pdf

B. Indicate number of years in business.

21

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/Province/Territory	NY
Country	US		
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/Province/Territory	NY
Country	US		
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/Province/Territory	NY
Country	US		
Telephone	(516) 705-7182		
Fax #			

E-Mail Address patrickm.o'shaughnessy@chsli.org

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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.

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 for Legal Affairs

Title

01/22/2021 01:29:23 PM

Date

Facility ID 528  
Certificate No 2950002H

# 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

Operator:  
Operator Class: Nassau Health Care Corporation  
Public Company

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
Prisoners	133
Psychiatric	

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

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

#### Other Authorized Locations

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

20160714 Deputy Director Office of Primary Care and Health Systems Management

This certificate must be conspicuously displayed on the premises

David J. ...  
Commissioner

Facility ID  
Certificate No.

9732  
2950002H

State of New York  
Department of Health

Office of Primary Care and Health Systems Management

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

Medical Services - Other Medical  
Specialties

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

Effective Date  
Expiration Date

06/01/2015  
NONE

*Scott W. Lawrence*

20150910 Deputy Director Office of Primary Care and  
Health Systems Management

This certificate must be conspicuously displayed on the premises.

Facsimile

Commissioner



**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 but 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.

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Printed Name

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Signature

---

Department & Facility

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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



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?

Robert Detor - Curran for Nassau  
John Donnelly-Curran for Nassau

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 [PORTAL@NUMC.EDU]

Dated: 01/22/2021 04:09:16 PM

Vendor: Nassau Health Care Corp

Title: EVP Legal Affairs

## 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 C. Ryan  
Date of birth: [REDACTED]  
Home address: [REDACTED]  
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country: US

Business Address: 2201 Hempstead Tpk  
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554  
Country: US  
Telephone: 5162962389

Other present address(es):  
City: \_\_\_\_\_ State/Province/Territory: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_  
Country: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	<u>06/02/2017</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]

EVP Legal Affairs

Title

01/22/2021 02:55:45 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: Anthony Boutin, MD  
Date of birth:   
Home address:   
City:  State/Province/Territory:  Zip/Postal Code:   
Country:

Business Address: 2201 Hempstead Turnpike  
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554  
Country: US  
Telephone: 5165728730

Other present address(es):  
City:  State/Province/Territory:  Zip/Postal Code:   
Country:   
Telephone:

List of other addresses and telephone numbers attached

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

President	<input type="text"/>	Treasurer	<input type="text"/>
Chairman of Board	<input type="text"/>	Shareholder	<input type="text"/>
Chief Exec. Officer	10/08/2020	Secretary	<input type="text"/>
Chief Financial Officer	<input type="text"/>	Partner	<input type="text"/>
Vice President	<input type="text"/>		
(Other)	<input type="text"/>		

Type	Description	Start Date
Other	Chief Medical Officer	12/04/2018

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.

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I, Anthony Boutin, MD, 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, Anthony Boutin, MD, 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**

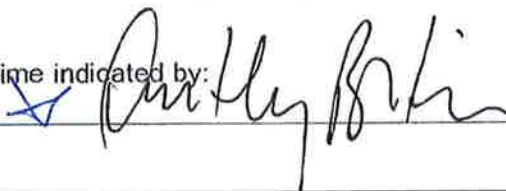
A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Nassau Health Care Corporation

Name of submitting business

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

Anthony Boutin< MD [PORTAL@NUMC.EDU]



CEO & President

Title

01/22/2021 01:09:20 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: John P. Donnelly  
Date of birth:   
Home address:   
City:  State/Province/Territory:  Zip/Postal Code:   
Country:   
  
Business Address: 2201 Hempstead Tpk  
City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554  
Country: US  
Telephone: 5162962634  
  
Other present address(es):  
City:  State/Province/Territory:  Zip/Postal Code:   
Country:   
Telephone:

List of other addresses and telephone numbers attached

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

President	<input type="text"/>	Treasurer	<input type="text"/>
Chairman of Board	<input type="text"/>	Shareholder	<input type="text"/>
Chief Exec. Officer	<input type="text"/>	Secretary	<input type="text"/>
Chief Financial Officer	<input type="text"/>	Partner	<input type="text"/>
Vice President	12/07/2020		
(Other)	<input type="text"/>		

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, John P. Donnelly, 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.

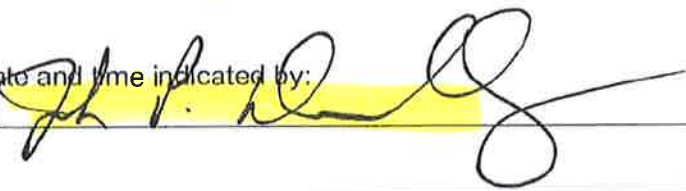
I, John P. Donnelly, hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring 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. Donnelly [PORTAL@NUMC.EDU]

A handwritten signature in black ink, appearing to read 'John P. Donnelly', is written over a yellow rectangular highlight. The signature is fluid and cursive.

Chief Operating Officer  
Title

01/22/2021 02:45:03 PM  
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Nassau Health Care Corporation

Address: 2201 Hempstead Turnpike

City: East Meadow State/Province/Territory: NY Zip/Postal Code: 11554

Country: US

2. Entity's Vendor Identification Number: [REDACTED]

3. 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):

First Name Warren  
 Last Name Zysman  
 MI D Suffix   
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
 Country US  
 Position Member of Board

First Name Frank  
 Last Name Saracino  
 MI  Suffix   
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
 Country US  
 Position Member of Board

First Name Linda  
 Last Name Reed  
 MI  Suffix   
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: [REDACTED] Zip/Postal Code: [REDACTED]  
 Country US  
 Position Member of Board

First Name Waylyn  
 Last Name Hobbs  
 MI  Suffix Jr.  
 Address [REDACTED]  
 City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
 Country US

Position Board Member

---

First Name Russell

Last Name Caprioli

MI \_\_\_\_\_ Suffix \_\_\_\_\_

Address [REDACTED]

City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country US

Position Member of Board

First Name Megan

Last Name Ryan

MI C Suffix \_\_\_\_\_

Address [REDACTED]

City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country US

Position Executive Vice President, General Counsel

First Name Victor

Last Name Gallo

MI A Suffix \_\_\_\_\_

Address [REDACTED]

City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country US

Position Member of Board

First Name Ryan

Last Name Cronin

MI \_\_\_\_\_ Suffix \_\_\_\_\_

Address [REDACTED]

City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country US

Position Board Member

First Name Jan

Last Name Figueira

MI R Suffix \_\_\_\_\_

Address [REDACTED]

City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country US

Position Board Member

First Name Soraya

Last Name Campbell

MI \_\_\_\_\_ Suffix \_\_\_\_\_

Address [REDACTED]

City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]

Country US

Position Member of the Board

First Name Martin  
Last Name Glennon  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Board Member

First Name Robert  
Last Name Detor  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Chairman of Board

First Name John  
Last Name Donnelly  
MI P Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Chief Operating Officer/ Executive Vice President

First Name Bobby  
Last Name Kalotee  
MI K Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Member of Board

First Name Anthony  
Last Name Boutin  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Chief Medical Officer

First Name Giuseppe  
Last Name Caruso  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Member of Board

First Name Janice  
Last Name Pateres  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Executive Vice President of Nursing / Chief Nursing Officer

First Name Steven  
Last Name Cohn  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Member of Board

First Name Kent  
Last Name Kessler  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Executive Vice Presidentm Human Resources

First Name John  
Last Name Sardelis  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Member of Board

First Name Eva  
Last Name Pearson  
MI \_\_\_\_\_ Suffix \_\_\_\_\_  
Address [REDACTED]  
City [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]  
Country US  
Position Board Member

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

If none, explain.

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

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

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

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:

Megan C. Ryan, Esq [PORTAL@NUMC.EDU]

Dated: 04/27/2021 03:26:06 PM

Title: Chief Legal Officer



**The term lobbying shall mean any attempt to influence:** any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including 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.

# Certificate of No Change Form



All fields must be filled.

A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.

A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Megan C. Ryan state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

## Vendor Disclosures

*This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.*

Name of Submitting Entity: Nassau Health Care Corporation

Vendor's Address: 2201 Hempstead Tpke East Meadow NY US 11554

Vendor's EIN or TIN: [REDACTED]

Forms Submitted: \_\_\_\_\_

Political Campaign Contribution Disclosure Form:

No Political Campaign Contribution Disclosure Forms have been selected.

Lobbyist Registration and Disclosure Form:

There are no certified Lobbyist Registration and Disclosure Forms for this organization.

Business History Form certified:

No Business History Forms have been selected.

Consultant's, Contractor's, and Vendor's Disclosure Form:

No Consultant's, Contractor's, and Vendor's Disclosure Forms have been selected.

## Principal Questionnaire(s)

*This refers to the most recent principal questionnaire submissions.*

No principal questionnaires have been selected.

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 further 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."

Megan C. Ryan PORTAL@NUMC.EDU

*Name*

Chief Legal Officer

*Title*

Nassau Health Care Corp

*Name of Submitting Entity*

04/27/2021 03:30:52 PM

*Date*

§ 3400. Short title, NY PUB AUTH § 3400

McKinney's Consolidated Laws of New York Annotated
Public Authorities Law (Refs & Annos)
Chapter 43-a. Of the Consolidated Laws
Article 10-C. New York Health Care Corporations (Refs & Annos)
Title 2. Nassau Health Care Corporation

McKinney's Public Authorities Law § 3400

§ 3400. Short title

Currentness

This title shall be known and may be cited as the "Nassau Health Care Corporation".

**Credits**

(Added L.1997, c. 9, § 1, eff. Feb. 6, 1997.)

McKinney's Public Authorities Law § 3400, NY PUB AUTH § 3400

Current through L.2016, chapters 1 to 64.

End of Document

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§ 3401. Legislative findings and purpose, NY PUB AUTH § 3401

McKinney's Consolidated Laws of New York Annotated
Public Authorities Law (Refs & Annos)
Chapter 43-a. Of the Consolidated Laws
Article 10-C. New York Health Care Corporations (Refs & Annos)
Title 2. Nassau Health Care Corporation

McKinney's Public Authorities Law § 3401

§ 3401. Legislative findings and purpose

Effective: October 23, 2013

Currentness

The legislature hereby finds and declares as follows:

1. The needs of the residents of the state of New York and of the county of Nassau can best be served by a public benefit corporation having the legal, financial and managerial flexibility to take full advantage of opportunities and challenges presented by the evolving health care environment and to take whatever actions are necessary to enable the corporation's continuation as a system which provides the finest possible quality of health care consistent with costs.

2. In order to accomplish the purposes recited in this section to provide health care services and health facilities for the benefit of the residents of the state of New York and the county of Nassau, including to persons in need of health care services without the ability to pay as required by law, a public benefit corporation to be known as the Nassau Health Care Corporation shall be created to provide such services and facilities and to otherwise carry out such purposes; that the creation and operation of the Nassau health care corporation, as hereinafter provided, is in all respects for the benefit of the people of the state of New York and of the county of Nassau, and is a state, county and public purpose; and that the exercise by such corporation of the functions, powers and duties as hereinafter provided constitutes the performance of an essential public and governmental function.

3. As a free-standing public health care provider, the corporation is at a competitive disadvantage in the current and emerging health care environment, yet it cannot become part of a larger system of corporate entities while maintaining its public status. Significant investments in the public assets of the corporation and its efforts to provide high quality health care services to medically underserved populations are jeopardized by the corporation's inability to compete on its own and by potential limits on its ability to collaborate with other public and private providers, entities and individuals. The state finds that the benefits of collaboration by the corporation outweigh any adverse impact on competition. The benefits of the corporation's collaborative efforts include preserving and expanding needed health care services in its primary service area; consolidating unneeded or duplicative health care services; enhancing the quality of, and expanding access to, health care delivered to medically underserved populations; lowering costs and improving the efficiency of the health care services it delivers; and achieving improved reimbursement from nongovernmental payors. Based on the findings contained in this section, the state hereby affirmatively expresses a policy to allow the corporation to engage in collaborative activities consistent with its health

**NHCC Preparing for Coronavirus (COVID-19)**



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

\*In partnership with the Federally Qualified Health Centers, Inc.

## Board of Directors

[Home](#) / [About NuHealth](#) / [Board of Directors](#)

### Jump to:

[Executive Staff »](#)

[Board of Directors »](#)

### Board of Directors

Robert Detor, Chairman  
Russell Caprioli, DPM  
Giuseppe Caruso, MD, FCCP  
Steve Cohn, Esq.  
Ryan E. Cronin, Esq.  
Jan R. Figueira, MSW  
Victor A. Gallo, MD  
Martin Glennon, Esq.  
Waylyn Hobbs, Jr.  
Dr. Bobby K. Kalotee  
Eva Pearson  
Linda Reed  
Frank Saracino, PhD  
John Sardella, Dr.P.H, MAAA, ASA  
Warren Zyeman, LCSW, CASAC

All mail sent ;  
Office of General Counsel  
Nassau University Medical Center  
2201 Hempstead Turnpike  
East Meadow NY 11554

© NuHealth, 2201 Hempstead Turnpike, East Meadow, NY 11554 | (516) 572-0123  
Affiliate of Northwell Health™

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Facility ID  
Certificate No. 2950002H 528

# 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

Operator, Nassau Health Care Corporation  
Operator Class, Public Company

Physical Medicine and Rehabilitation  
Physician  
Psychiatric

103  
Has been granted this Operating Certificate pursuant to Article 28 of the Public Health Law for the services specified

Effective Date: 07/08/2016  
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 Combining Care	11
Neonatal Intensive Care	8
Neonatal Intermediate Care	9
Pediatric	26
Pediatric ICU	6
Physical Medicine and Rehabilitation	25
Physician	25
Psychiatric	103
AIDS	AIDS Center
Burns Center	Burns Care
Chemical Dependence - Rehabilitation O/P	Chemical Dependence - Withdrawal O/P
Dental O/P	Emergency Department
Lower Extremities	Maternity
Medical/Surgical	Neonatal Combining Care
Nuclear Medicine - Therapeutic	Pediatric
Radiology - Diagnostic	Radiology-Therapeutic
Stroke Center	Therapy - Occupational O/P
Other Authorized Locations	
Hospital Extension Clinic	
NYMC Dialysis Center @ A. Holly Patterson Extended Care Facility 875 Jerseypark Avenue B Building, 3rd Floor Uniondale, New York 11553	
Mobile Hospital Extension Clinic	
Mobile Van Manography 2201 Hempstead Turnpike East Meadow, New York 11554	

Arthroscopy	Arthroscopy Surgery - Multi Specialty	Autism O/P
Cardiac Catheterization - Adult Diagnostic	Catheterized Medical Health Services O/P	Chemical Dependence - Detoxification
Clinic Part Time Services	Clinical Laboratory Service	Coronary Care
Home Physical Therapy Training and Support	Intensive Care	Level III Primary Care
Medical Services - Other Medical	Medical Services - Primary Care	Medical Social Services
Specialties	Neonatal Intermediate Care	Nuclear Medicine - Diagnostic
Neonatal Intensive Care	Physical Medical Rehabilitation	Psychiatric
Pediatric Intensive Care	Respiratory Care	SAFE Center
Renal Dialysis - Acute	Therapy - Physical O/P	Therapy - Vocational Rehabilitation O/P
Therapy - Physical O/P	Therapy - Speech, Language Pathology	

20160714 Deputy Director Office of Primary Care and Health Systems Management

This certificate must be conspicuously displayed on the premises.

Commissioner

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

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

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

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

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

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

Megan Ryan, EVP General Counsel

Name and Title of Authorized Representative

Signature

Nassau Health Care Corporation

Name of Organization

2201 Hempstead Turnpike, East Meadow, NY 11554

Address of Organization

m/lyy  
4/25/2021  
Date



**AMENDMENT NO. 4**

This AMENDMENT dated as of January 1, 2021, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "NHCC")

W I T N E S S E T H:

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides certain contracted health services to the County, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the Agreement was extended by Amendment #1 from January 1, 2015 to March 31, 2015 and Amendment #2 from April 1, 2015 to December 31, 2015; and

WHEREAS, the Agreement was extended by Amendment #3 from January 1, 2016 to December 31, 2020; and

WHEREAS, the County and NHCC desire to modify the Agreement.

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

1. Amendment of Term. The Agreement shall be amended, commencing as of January 1, 2021, and shall terminate on December 31, 2025, subject to the terms as set forth herein.

2. Extension of Payment. The County shall pay NHCC the sum of Twenty-Five Million Dollars (\$25,000,000.00), Five Million (\$5,000,000.00) per year, for the amended term in connection with Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities as set forth in paragraph 4(1) of the Agreement. Said funding is contingent upon budgetary appropriations as approved by the Nassau County Legislature. The County shall notify NHCC, by Letter, of the availability of funds for each extension year, and the NHCC shall countersign the Letter within thirty (30) days of receipt, and return it to the County.

3. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Agreement or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 as of the date first above written.

NHCC.

By: Anthony Bustin  
Name: Anthony Bustin, M.D.  
Title: C.E.O.  
Date: May 5, 2021

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

SS.:

COUNTY OF NASSAU )

On the 5 day of May in the year 2021 before me personally came Anthony Boutin 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 C.E.O. of Nassau Health Care Corp., 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

*Emilia Filizola*  
Emilia Filizola  
Notary Public, State of New York  
No. 01F14883270  
Qualified in Nassau County  
My Commission Expires Jan. 20, 2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



**Certificate of Attestation of Exemption  
from New York State Workers' Compensation and/or  
Disability and Paid Family Leave Benefits Insurance Coverage**

***\*\*This form cannot be used to waive the workers' compensation rights or obligations of any party.\*\****

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

**Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.**

<b>In the Application of (Legal Entity Name and Address):</b> NASSAU HEALTH CARE CORPORATION DBA: NU HEALTH 2201 HEATHSTEAD TURNPIKE EAST MEADOW, NY 11554 PHONE: 516-572-6711 FEIN: XXXXX5690	<b>Business Applying For:</b> Contract with Government Agency  <b>From: NYS OFFICE OF MENTAL HEALTH</b>
---	--

**Workers' Compensation Exemption Statement:**

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

**Disability Benefits Exemption Statement:**

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVER** for the following reason:  
The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, JOHN MAHER, am the Treasurer with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

<b>SIGN HERE</b>	<b>Signature:</b> 	<b>Date:</b> 6/28/2019
<b>Exemption Certificate Number</b> <b>2019-045446</b>		<b>Received</b> <b>June 27, 2019</b> <b>NYS Workers' Compensation Board</b>



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/27/2021

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

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

PRODUCER **COVERAGE INDEPENDENTLY PROCURED BY INSURED**	CONTACT NAME: Client Services Insurance Dept. PHONE: (345) 949-7988 FAX: (345) 949-7849 E-MAIL: cayman.certs@marsh.com ADDRESS: cayman.certs@marsh.com
INSURED Nassau Health Care Corporation (Together with all other insureds listed on the policy) 2201 Hempstead Turnpike East Meadow NY 11554	INSURER(S) AFFORDING COVERAGE INSURER A: NHCC, Ltd. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES**

CERTIFICATE NUMBER: 2021

REVISION NUMBER:

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

INSR LTD	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> EVENT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		HPL 001-21-A	2/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,000,000 MED EXP (Any one person) \$ PERSONAL & ADY INJURY \$ GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPOUND AGG \$ Employee Benefits \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE/AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIABILITY EXCESS LIABILITY DLO <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
A	HOSPITAL PROFESSIONAL LIABILITY - CLAIMS MADE			HPL 001-21-A	2/1/2021	1/1/2022	EACH CLAIM \$1,000,000 AGGREGATE \$3,000,000

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****CANCELLATION**

County of Nassau  
1550 Franklin Ave.  
Mineola, NY 11501

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

Administrator/DM

*Marsh Management Services Cayman Ltd.*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/8/2021

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

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

PRODUCER **COVERAGE INDEPENDENTLY PROCURED BY INSURED**	CONTACT NAME: Client Services Insurance Dept. PHONE (AC, No, Ext): (345) 949-7988 FAX (AC, No): (345) 949-7949 E-MAIL: cayman.certs@marsh.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NHC, Ltd. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Nassau Health Care Corporation (Together with all other Insureds listed on the policy) 2201 Hempstead Turnpike East Meadow NY 11554	NAIC #

COVERAGES CERTIFICATE NUMBER: 2021 CL 1M-3M 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. NO WITHSTANDING 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	ADDED	SUBROGATION	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENT. AGGREGATE LIMIT APPLIES PER: POLICY: <input type="checkbox"/> PRO <input type="checkbox"/> JECL <input type="checkbox"/> LOC OTHER:			BPL 001-21-A	2/1/2021	1/1/2022	EACH OCCURRENCE DAMAGE TO REAL PROPERTY	\$	1,000,000
							PERSONAL & ADV. INJURY	\$	50,000
							AMED EXP (Any one person)	\$	5,000
							PERSONAL & ADV. INJURY	\$	1,000,000
							GENERAL AGGRI. DATE	\$	3,000,000
							PRODUCTS - COMPTOPAYS	\$	1,000,000
							Employee (tenets)	\$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Per accident)	\$	
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						ODDLY INJURY (Per person)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						ODDLY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE		
							OTHER		
							EL. EACH ACCIDENT	\$	
							EL. DISEASE - FA EMPLOYEE	\$	
							EL. DISEASE - POLICY LIMIT	\$	
A	HOSPITAL PROFESSIONAL LIABILITY - CLAIMS MADE			DPL 001-21-A	2/1/2021	1/1/2022	EACH CLAIM	\$	67,000,000
							AGGREGATE		NEL

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

The Nassau Health Care Corporation and the A. Holly Patterson Extended Care Facility provide professional liability coverage for employees, employed physicians, students, authorized volunteers, residents, dentists, and podiatrists when working within the scope of their duties for the Nassau Health Care Corporation. Coverage will also apply to physicians and ancillary professionals for whom the Nassau Health Care Corporation is contractually obligated to provide such insurance. Limits as requested.

## CERTIFICATE HOLDER

## CANCELLATION

Evidence of Insurance	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 Administrator/EM <i>Marsh Management Services Cayman Ltd.</i>

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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2021

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

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

<b>PRODUCER</b> "COVERAGE INDEPENDENTLY PROCURED BY INSURED"	<b>CONTACT NAME:</b> Client Services Insurance Dept. <b>PHONE (A/C, No, Ext):</b> (345) 949 7988 <b>E-MAIL:</b> cayman.certs@marsh.com <b>ADDRESS:</b>	<b>FAX (A/C, No):</b> (345) 949 7849
3733-NHCC-Main-21-22	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Nassau Health Care Corporation (Together with all other Insureds listed on the policy) 2201 Hempstead Turnpike East Meadow, NY 11554	<b>NAIC #</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:** HOU-003775432-01      **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ACDL INSD	SUUR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N/A			HPL 001 21 A	02/01/2021	01/01/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	HOSPITAL PROFESSIONAL LIABILITY - CLAIMS MADE			HPL 001 21 A	02/01/2021	01/01/2022	EACH CLAIM \$ 1,300,000 AGGREGATE \$ 3,900,000

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

The Nassau Health Care Corporation and the A. Holly Patterson Extended Care Facility provide professional liability coverage for employees, employed physicians, students, authorized volunteers, residents, dentists, and podiatrists when working within the scope of their duties for the Nassau Health Care Corporation. Coverage will also apply to physicians and ancillary professionals for whom the Nassau Health Care Corporation is contractually obligated to provide such insurance. Limits as requested.

**CERTIFICATE HOLDER**Nassau Health Care Corporation  
2201 Hempstead Turnpike, Floor 19  
East Meadow, NY 11554**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

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**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 #:** [REDACTED]

**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 9th day of April 2019.

  
KIM MCCARROLL  
SECRETARY

Status Confirmed By  
**Office of Self Insurance**

(518) 402-0247  
SelfInsurance@web.ny.gov  
4/9/2019

### **AMENDMENT NO. 3**

This AMENDMENT (this "Amendment") dated as of January 1, 2016, is by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 ("NHCC").

### **WITNESSETH:**

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides public health services to the County; and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the Agreement was extended by Amendment #1 from January 1, 2015 to March 31, 2015;

WHEREAS, the Agreement was extended by Amendment #2 through December 31, 2015; and

WHEREAS, the County and NHCC desire to further modify and extend the Agreement.

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

1. Term. The Agreement shall be amended and thereby extended by Five (5) additional years, so that the termination date of the Agreement, as amended by this Amendment, shall be December 31, 2020.

2. Payment. The County shall pay NHCC the sum of Twenty-Five Million (\$25,000,000) Dollars to NHCC in consideration of the provision of Public Health Services other than those in connection with the Institute for Healthcare Disparities, as set forth in paragraph 4 of the Agreement.

3. Services and Definitions. The terms "Public Health Services," "Services" and "Contracted Public Health Services" as originally set forth in Section 1 of the Agreement shall all be amended to mean any services or activities that are covered under Article 6. In furtherance of the foregoing, "specific Contracted Public Health Services" set forth in Section 3 of the Agreement, including Exhibit "A" of the Agreement, shall also mean any services or activities which qualify for state aid under Article 6.

4. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Agreement or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

5. Full Force and Effect. All the terms and conditions of the 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 Agreement.

{THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date first above written.

NHCC Legal:  
Form Approved  
(19)

NHCC

By: [Signature]  
Name: Victor Politi MD  
Title: Pres/LGD  
Date: 11/21/16

NASSAU COUNTY

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 21<sup>st</sup> day of November in the year 2016 before me personally came Victor 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 Corporation the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Elizabeth A. Faughnan*

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

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came \_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## EXHIBIT A

### Contracted-Public Health Services

- Dental health education for children under age 21
- Primary and preventative health care -- consisting of pediatrics, dental care for persons under age 21 except HIV-positive patients, and medical services for persons under age 21
- Lead poisoning screening for children ages 9 months to 6 years
- Prenatal care including dental services for pregnant women
- Family planning clinical evaluation, patient education, testing and treatment
- Sexually transmitted disease clinical evaluation, patient education, testing and treatment
- Immunization education and vaccine administration
- Chronic disease clinical evaluation, patient education, testing and treatment including mammography and other screening or preventative services for cardiovascular disease, asthma, diabetes or cancer
- HIV counseling, testing, treatment and referral not part of a primary service as listed above but including dental services for HIV-positive persons
- Outreach or other Public Health Services rendered through the Institute for Healthcare Disparities
- Tuberculosis clinical evaluation, patient education, testing and treatment

## AMENDMENT NO. 2

This AMENDMENT dated as of April 1, 2015, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "NHCC")

### WITNESSETH:

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides certain contracted health services to the County, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the Agreement was extended by Amendment #1 from January 1, 2015 to March 31, 2105; and

WHEREAS, the County and NHCC desire to modify the Agreement.

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

1. Amendment of Term. The Agreement shall be amended and thereby extended by nine months, so that the termination date of the Agreement, as amended by this Amendment No.2, shall be December 31, 2015.

2. Extension of Payment. The County shall pay NHCC the sum of Three Million Seven Hundred Fifty Thousand and 00/100 (\$3,750,000.00) Dollars for the amended term in connection with Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities as set forth in paragraph 4(1) of the Agreement.

3. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Agreement or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

4. Full Force and Effect. All the terms and conditions of the Agreement not expressly amended by this Amendment No. 2 shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.



IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first above written.


NHCC.

By: 

Name: Peter Palmeri MD

Title: Pres/CEO

Date: 11/18/15

NHCC Legal Affairs, Form Approved 

NASSAU COUNTY

By: 

Name: CHARLES RIBANDO

Title: DEPUTY COUNTY EXECUTIVE

Date: 2/24/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 17<sup>th</sup> day of December in the year 2015 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 CEO of NHCC, 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.

Linda E. Rugolo  
NOTARY PUBLIC

LINDA E. RUGOLO  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01RU6042479  
QUALIFIED IN NASSAU COUNTY  
COMMISSION EXPIRES 5/30/2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 29 day of February in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a 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

Annetta A. Petrucci  
ANNETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01RU6042479  
Commission Expires April 16, 2016

AMENDMENT

This AMENDMENT (this "Amendment") is dated as of December 31, 2014, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) Nassau Health Care Corporation, a New York State public benefit corporation, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 (the "NHCC").

WITNESSETH:

WHEREAS, pursuant to the County contract entitled Public Health Services Contract between the County and NHCC, executed on behalf of the County as of November 1, 2007 (the "Agreement") as such may have been amended from time to time, NHCC provides certain contracted health services to the County, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, the term of the Agreement is from November 1, 2007 until December 31, 2014; and

WHEREAS, the County and NHCC desire to modify the Agreement.

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

1. Amendment of Term. The Agreement shall be amended and thereby extended by ninety (90) days, so that the termination date of the Agreement, as amended by this Amendment shall be March 31, 2015.

2. Extension of Payment: The County shall pay NHCC the sum of One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00) Dollars for the amended term in connection with Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities as set forth in paragraph 4(1) of the Agreement.

3. Supremacy. In the event of an actual conflict between the terms and conditions set forth above the signature page to this Amendment and (i) those contained in any schedule, exhibit, appendix, or attachment to this Amendment or (ii) the Agreement, the terms and conditions set forth above the signature page of this Amendment shall control.

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first  
above written.

NHCC

By: 

Name: Victor Polini

Title: Pres / CEO

Date: 4/23/15

NASSAU COUNTY

By: 

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

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

**CHARLES RIBANDO**  
**DEPUTY COUNTY EXECUTIVE**

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

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

County of Nassau ) ss.:  
COUNTY OF NASSAU )

On the 23<sup>rd</sup> day of April in the year 2015 before me personally came  
Victor Polit to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of Nassau; that he or she is the  
President & CEO of Nassau Health Care Corporation, the corporation described  
herein and which executed the above instrument; and that he or she signed his or her name  
thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

*Elizabeth A. Faughnan*

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

STATE OF NEW YORK)

County of Nassau ) ss.:  
COUNTY OF NASSAU )

On the \_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me personally came  
\_\_\_\_\_ to me personally known, who, being by me duly sworn, did depose  
and say that he or she resides in the County of \_\_\_\_\_; that he or she is a Deputy  
County Executive of the County of Nassau, the municipal corporation described herein and  
which executed the above instrument; and that he or she signed his or her name thereto  
pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## PUBLIC HEALTH SERVICES CONTRACT

THIS AGREEMENT, dated as of November 1, 2007 (together with the schedules, appendices, attachments and exhibits, if any, this "Public Health Services Contract" or "Agreement"), between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County") and (ii) Nassau Health Care Corporation, a New York State (the "State") public benefit corporation created pursuant to Article 10-C, Title 2 of the New York Public Authorities Law, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554, on behalf of itself and its operating divisions and subsidiaries, to the extent any subsidiaries exist at present or are created in the future (collectively, "NHCC").

### WITNESSETH:

WHEREAS, the County is a municipality that receives State aid under Article 6 of the New York Public Health Law for the provision of public health services to residents of the County, including those services needed to promote public health and prevent illness; and

WHEREAS, municipalities are permitted to ensure the provision of public health services by contract with other entities, provided that the contract and services to be provided are described in the municipality's public health services plan approved by the State Department of Health; and

WHEREAS, pursuant to §3405[8] of New York Public Authorities Law (Public Authorities Law §3400 *et seq.* being referred to herein as the "NHCC Act"), NHCC has the power to contract with the County to provide, in whole or in part, health care services, and to operate facilities and programs which provide health care services; and

WHEREAS, pursuant to §3405[6] of the NHCC Act, NHCC has the power to contract with the County for related public health services to be determined by the County and NHCC; and

WHEREAS, pursuant to laws applicable to the County, the County may enter into contracts for services provided by NHCC to the County; and

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

WHEREAS, NHCC desires to perform the services described in this Agreement, and

WHEREAS, the County and NHCC entered into the Regulatory Agreement made as of September 22, 2004 (as may be amended from time to time or replaced, the "Regulatory Agreement", a copy of which is attached hereto as Exhibit B); and

WHEREAS, NHCC and the County entered into a Successor Agreement dated as of November 1, 2007 (as may be amended from time to time, the "Successor Agreement").

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

#### 1. Definitions

(a) "Allowable Costs" shall mean the cost of NHCC's personnel and operating expenses incurred in providing the Contracted Public Health Services, including equipment but not depreciation, to the extent such cost and expenses are allowable costs for Public Health Services under 10 NYCRR § 40-1.52 or other applicable NYCRR provisions, net of revenues as provided in 10 NYCRR § 40-1.40(e) or other applicable NYCRR provisions;

(b) "Annual Performance Report" shall mean a statistical and narrative report as required by 10 NYCRR Subpart 40-1, reflecting the provision of the Contracted Public Health Services by NHCC;

(c) "Article 6" shall mean Article 6 of the State Public Health Law;

(d) "Centers" shall mean NHCC's health centers or clinics at or by which NHCC shall provide the Contracted Public Health Services, to the extent the cost of maintaining and operating such health clinics or centers is allowable for State aid reimbursement under 10 NYCRR § 40-1.52 and § 40-1.53 or other applicable NYCRR provisions;

(e) "Commissioner" shall mean the County Commissioner of Health (or his or her designee);

(f) "Contracted Public Health Services" or "Services" shall mean those Public Health Services which shall be performed by NHCC at the Centers pursuant to this Agreement, as described in Section 3 herein;

(g) "Fee and Revenue Plan" shall mean a report as required by 10 NYCRR Subpart 40-1, which shall include a schedule of fees that NHCC proposes to charge for each Contracted Public Health Service it provides;

(h) "Municipal Public Health Services Plan" shall mean the plan submitted by the County to NYSDOH in accordance with Article 6 and 10 NYCRR Subpart 40-1;

(i) "NYCRR" shall mean New York Codes, Rules and Regulations;

(j) "NYSDOH" shall mean the State Department of Health;

(k) "Public Health Law" shall mean the New York Public Health Law; and

(l) "Public Health Services" or "Services" shall mean services identified in Article 6.

## 2. Term

This Agreement shall commence as of November 1, 2007 and terminate on December 31, 2014.

## 3. Services

(a) The specific Contracted Public Health Services to be provided by NHCC to the County are described in Exhibit A hereto. The County Executive from time to time may add to, expand or limit the nature, scope and duration of the specific Contracted Public Health Services, or cancel such Services, consistent with applicable law and regulations and the Municipal Public



Health Services Plan, by providing reasonable notice to NHCC in writing of such changes (which shall be upon eighteen (18) months' written notice in the case of cancelled Services) and subject to NHCC's consent to provide any additional or expanded Services. In furtherance of the foregoing, NHCC may from time to time recommend to the County Executive that the County add to, expand or limit the nature, scope and duration of specific Contracted Public Health Services, subject to (i) the discretion of the County Executive and (ii) as provided in the following sentence. If NHCC consents to providing additional or expanded Contracted Public Health Services that and the parties agree that such additional or expanded services would require an increase in the annual payment amount set forth in Section 4(a)(1) herein (taking into account offsetting limiting or canceling of other services, if any), provision of such services and payment therefor shall require amendment of this Agreement, subject to all requisite approvals. NHCC shall provide the Contracted Public Health Services in accordance with the Public Health Law, applicable NYCRR provisions, the approved Municipal Public Health Services Plan and the approved Fee and Revenue Plan, and shall remain in compliance with the Regulatory Agreement. The Commissioner shall be responsible for the supervision and direction of the Contracted Public Health Services under this Agreement.

(b) The County shall submit this Agreement for review and approval to NYSDOH pursuant to 10 NYCRR § 40-1.52. With the consent of NHCC, the County Executive may make such necessary changes and/or amendments to this Agreement as required by NYSDOH as a condition of its approval thereof.

(c) NHCC shall use best efforts to fulfill all documentation, reporting and audit requirements reasonably necessary for the County to comply with State laws, rules and regulations arising under Article 6 which govern State reimbursement of the County's costs in providing Public Health Services.

(d) In furtherance of the foregoing, NHCC shall timely provide to the Commissioner all reports, data and information in the format required by NYSDOH and/or Article 6 and applicable NYCRR, and meet with the Commissioner, as necessary, to enable the Commissioner to provide meaningful supervision of the Contracted Public Health Services and to assist the County in satisfying its obligations to NYSDOH regarding Article 6 funding for Public Health Services. Such NHCC responsibilities shall be performed in accordance with the Public Health Law and 10 NYCRR Part 40 and shall include, without limitation, the provision of the following:

- (1) estimated needs and services for inclusion in the Municipal Public Health Services Plan;
- (2) annual retrospective statistical and narrative report of services provided during the prior year for inclusion in the County's Annual Performance Report submitted to NYSDOH;
- (3) annual financial detail on Contracted Public Health Services as needed for submission of required reports to NYSDOH;
- (4) annual Fee and Revenue Plan reflecting anticipated fees and revenues;
- (5) on a quarterly basis, a report to the Commissioner on Allowable Costs and expenses, including personnel, equipment, contractual, fringe benefit, and indirect expenses, and all relevant and related grants and revenues which resulted from the delivery of services outlined in this Agreement; and
- (6) such other reports as may reasonably be required to enable the County Department of Health to meet its reporting obligations with respect to the Contracted Public Health Services.

(e) The County shall provide to NHCC the opportunity to review and comment upon the Municipal Public Health Services Plan prior to its submission to NYSDOH. To the extent reasonably requested by the County, NHCC shall cooperate with the County from time to time to re-define the scope of the Municipal Public Health Services Plan.

(f) NHCC's failure to provide the Contracted Public Health Services as described in this Section 3 shall constitute a breach of this Agreement under Section 12(a) herein.

4. Payment. (a) Amount of Consideration. Subject to the applicable provisions of the Successor Agreement regarding payments to NHCC by the County, the County shall pay to NHCC as full consideration for NHCC's Services under this Agreement:

- (1) five million dollars (\$5,000,000.00) per year, payable in quarterly installments, for Contracted Public Health Services other than those in connection with the Institute for Healthcare Disparities.
- (2) an amount not-to-exceed six million dollars (\$6,000,000.00) for Contracted Public Health Services in connection with the Institute for Healthcare Disparities payable, however, only from funds to be paid by the County to NHCC for such purpose pursuant to, and as provided in, the Project and Other Costs Contract dated as of November 1, 2007 between the County and NHCC.

The County may pay any such amounts pursuant to the IGT program as defined in, and in the manner set forth in, the Successor Agreement.

(b) Vouchers; Voucher Review and Approval. Payments shall be made to NHCC as specified in this Agreement and shall be contingent upon (i) NHCC submitting a County claim voucher (a "Voucher") in a form satisfactory to the County, that (a) states the payment requested and (b) certifies that the Services and the payment requested are in accordance with this Agreement and (ii) review and approval of the Voucher by the County Executive or his or her designee and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. NHCC shall submit a Voucher prior to the County's payment of amounts and at times specified in this Agreement.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments by the County for any services provided or to be provided under other agreements between NHCC and any funding source including the County.

(e) Payments in Connection with Termination. Unless a provision of this Agreement expressly states otherwise, payments to NHCC following the termination of this Agreement shall not exceed payments for Services provided that were (i) performed prior to termination and (ii) authorized by this Agreement to be performed.

5. Independent Contractor. NHCC is an independent contractor of the County. NHCC shall not, nor shall any officer, director, employee, servant, agent or independent contractor of NHCC (a "NHCC Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the

word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. Other than as permitted pursuant to the Successor Agreement with respect to Advance Payments (as defined therein), NHCC is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. NHCC shall comply with any and all applicable federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA), conflicts of interest, discrimination, living wage, disclosure of information and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, NHCC is bound by and shall comply with the terms of Appendices U and 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, NHCC agrees as follows:

(i) NHCC shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) 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. NHCC has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) It shall be a continuing obligation of NHCC to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data acquired in connection with performance or administration of this Agreement ("Information") shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Each of NHCC and the County acknowledges that Information in the other party's possession may be subject to disclosure under Section 87 of the State Public Officers Law. In the event that such a request for disclosure is made, the party receiving the request shall make reasonable efforts to notify the

other party of such request prior to disclosure of the Information so that the other party may take such action, as it deems appropriate.

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

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

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

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

(b) NHCC shall, and shall cause NHCC Agents to, cooperate with the County 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 NHCC and/or a NHCC Agent in connection with this Agreement.

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

10. Insurance. (a) Types and Amounts. NHCC shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance or program(s) of self-insurance, which policy(ies) or self-insurance program(s) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance or program(s) of self-insurance, which policy(ies) or self-insurance program(s) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage and (iii) compensation insurance for the benefit of NHCC's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the State Workers' Compensation Law.



(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by NHCC pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in the State and acceptable to the County or through a licensed program of self-insurance, and which is (ii) in form and substance acceptable to the County. NHCC shall be solely responsible for the payment of all deductibles to which such policies are subject. NHCC shall require any subcontractors hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by NHCC under this Agreement.

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

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his 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. Notwithstanding any other provision of this Agreement, NHCC remains responsible for ensuring that any Service provided pursuant to this Agreement, or by any subcontract, or affiliation or grant thereunder, complies with all pertinent provisions of federal, State, or local statutes, rules and regulations, and that all necessary approvals thereunder have been obtained. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by either party upon eighteen (18) months' written notice to the other party, (ii) for "Cause" by the County upon the receipt by NHCC of written notice of termination, *provided, however,* that NHCC shall have thirty (30) days following such notice to cure any breach, failure, action or omission giving rise to such Cause, (iii) upon mutual written agreement of the County and NHCC, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination. The County recognizes that upon termination of this Agreement, NHCC may be required to formulate a plan, schedule and/or timetable to restructure or close some or all of its operations. To the extent that termination takes place, NHCC and the County will cooperate in implementing such termination in an orderly manner.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement and (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.

(b) By NHCC. This Agreement may be terminated by NHCC if performance becomes impracticable through no fault of NHCC, where the impracticability relates to NHCC's

ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by NHCC delivering to the Applicable DCE (as defined herein), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that 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 Executive shall be given to each of the Deputy County Executive for Management, Budget and Finance (or equivalent position) (the "Applicable DCE") and the Comptroller on the same day that notice is given to the County Executive.

13. Accounting Procedures; Records. NHCC 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 NHCC is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the County Comptroller (the "Comptroller"), the Applicable DCE, 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.

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

(a) Notice. At least thirty (30) days prior to seeking relief, the party seeking relief shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the other party for adjustment and the other party shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. NHCC shall send or deliver copies of the documents presented to the County under this Section to each of (i) the County Executive and (ii) the County Attorney and the Comptroller (at the respective addresses specified below for the County) on the same day that documents are sent or delivered to the County Executive. The County shall send or deliver copies of the documents presented to NHCC under this Section to each of (i) the President of NHCC and (ii) the Office of General Counsel of NHCC (at the address specified below for NHCC) on the same day that documents are sent or delivered to NHCC. The complaint or necessary moving papers of the party seeking relief shall allege that the above-described actions and inactions preceded the action or special proceeding against the County or NHCC, as the case may be.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) three (3) years 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.

15. 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 or the U.S. District Court for the Eastern District of New York and the parties expressly waive any

objections to the same on any grounds, including venue and *forum non conveniens*. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

16. 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 an employee of the party receiving notice, 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 an Applicable DCE, to the attention of the Applicable DCE at the address specified above for the County, (ii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iii) if to NHCC, to the attention of the person who executed this Agreement on behalf of NHCC and to the Office of General Counsel at the address specified above for NHCC, or in each case to such other persons or addresses as shall be designated by written notice.

17. All Legal Provisions Deemed Included; Severability; Supremacy; Construction. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

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

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

(d) 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.

18. 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.

19. 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.

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

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



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

NASSAU HEALTH CARE CORPORATION

By: Arthur A. Cicchelli  
Name: Arthur A. Cicchelli  
Title: President / CEO  
Date: 12/17/07

NASSAU COUNTY

By: Mary Ann A. S.  
Name: Mary Ann A. S.  
Title: Deputy County Executive  
Date: 8/3/08

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 17<sup>th</sup> day of December in the year 2007 before me personally came Arthur A. Gianelli 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 Pres. & CEO of Nassau Health Care Corp., 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

*Joan M. Vivinetto*  
Joan M. Vivinetto  
Notary Public, State of New York  
No. 01VI6017495  
Qualified in Nassau County  
Term Expires December 14, 2010

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 5 day of August in the year 2008 before me personally came May Curtis to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is 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.

*James G. Collins*  
NOTARY PUBLIC

JAMES G. COLLINS  
NOTARY PUBLIC, State of New York  
No. 4881903  
Qualified in Nassau County  
Term Expires Dec. 29, 2010

## EXHIBIT A

### Contracted Public Health Services

- Dental health education for children under age 21
- Primary and preventative health care – consisting of pediatrics, dental care for persons under age 21 except HIV-positive patients, and medical services for persons under age 21
- Lead poisoning screening for children ages 9 months to 6 years
- Prenatal care including dental services for pregnant women
- Family planning clinical evaluation, patient education, testing and treatment
- Sexually transmitted disease clinical evaluation, patient education, testing and treatment
- Immunization education and vaccine administration
- Chronic disease clinical evaluation, patient education, testing and treatment including mammography and other screening or preventative services for cardiovascular disease, asthma, diabetes or cancer
- HIV counseling, testing, treatment and referral not part of a primary service as listed above but including dental services for HIV-positive persons
- Outreach or other Public Health Services rendered through the Institute for Healthcare Disparities
- Tuberculosis clinical evaluation, patient education, testing and treatment

Exhibit B

Copy of the Regulatory Agreement

## REGULATORY AGREEMENT

THIS AGREEMENT (this "Agreement") made as of this 22<sup>nd</sup> day of September 2004 by and between Nassau Health Care Corporation, a New York public benefit corporation having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554, (hereinafter referred to as "NHCC"), and the County of Nassau (hereinafter referred to as the "County").

WHEREAS, NHCC is a New York State Public Benefit Corporation, created under the New York State Public Authorities Law to operate the following health care facilities, in accordance with licenses issued under Article 28 of the New York State Public Health Law (the "PHL"): Nassau University Medical Center ("NUMC"), the A. Holly Patterson Extended Care Facility ("AHP" or the "Nursing Home"), and six Community Health Centers and one School Health Clinic (collectively, the "DTCs"); and

WHEREAS, NHCC, NUMC, AHP and the DTCs, together with such services as NHCC provides to the County and other entities from time to time pursuant to the PHL and its charter, will be collectively referred to herein as the "Project"; and

WHEREAS, as an operator of health care facilities licensed under Article 28 of the PHL, NHCC is subject to federal, state and local laws and regulations governing the provision of healthcare services, and reimbursement therefor; and

WHEREAS, in 1999, NHCC issued \$259 million in tax-exempt bonds, guaranteed by the County (the "1999 Bonds"); and

WHEREAS, NHCC, the County, the New York State Department of Health ("DOH"), have formulated an approach toward NHCC achieving financial viability and self sufficiency, guided by the recommendations contained in the report to the County of Manatt, Phelps & Phillips, LLP dated January 27, 2004 ("Manatt Report"); and

WHEREAS, NHCC's Board of Directors has approved the pursuit of that approach and has authorized NHCC's Chief Executive Officer to implement a range of actions, including issuance of new bonds (the "Refunding Bonds") and entry into interest rate exchange agreements (collectively, the "Interest Rate Exchange Agreement"), with Bear Stearns Financial Products Inc., Merrill Lynch Capital Services, Inc., and UBS AG, in order to re-finance the existing 1999 Bonds, and borrowing an additional \$15 million (the "New Money"), subject to economic feasibility as determined by NHCC, in consultation with the underwriters and financial advisors, and subject to approval by the Commissioner of the New Money and of inclusion of such borrowing in the Project's Medicaid reimbursement rates (collectively, the "Refunding"); and

WHEREAS, on August 27, 2004 the chief executive officer of the Corporation executed an amendment (the "Stabilization Agreement") to the Acquisition Agreement (the "Acquisition Agreement") between the County and NHCC, dated as of September 24, 1999, in conformance with the powers delegated to him and the requirements set forth in the resolutions adopted by the NHCC Board on August 23, 2004; and

WHEREAS, NHCC has applied to the New York State Commissioner of Health

("Commissioner") for approval of the Refunding, and related approval of capital reimbursement in accordance with Article 28 of the PHL; and

WHEREAS, pending receipt of County approval for particular uses of the New Money, it is necessary to provide a mechanism for maintaining the New Money in escrow, in accordance with a separate Escrow Agreement; and

WHEREAS, subject to NHCC executing this Regulatory Agreement and granting liens and security interests consistent with this Agreement, the County has agreed to guarantee (the "Guarantee") the payment of the Refunding Bonds and the Interest Rate Exchange Agreement; and

WHEREAS, subject to County approval of the Refunding and the making of the Guarantee, in order to secure the Reimbursement Obligations, NHCC has agreed (i) to reimburse the County for any and all expenditures made by the County pursuant to the Guarantee that exceed the amount payable to NHCC by the County under the Stabilization Agreement or the Successor Agreements (the "Reimbursement Obligations"), and (ii) to grant the County a lien on, and security interest in all NHCC's right, title and interest in all of the assets of NHCC, including all real and personal property, now owned or hereafter acquired, as well as all proceeds thereof; and

WHEREAS, as a condition to the making of the Guaranty, the County requires NHCC to grant to the County additional oversight authority with respect to the affairs of the Project; and

WHEREAS, Public Authorities Law Section 3668 provides that NIFA shall "recommend to the county and the covered organizations such measures relating to their operation, management, efficiency and productivity as the authority deems appropriate to reduce costs and improve services so as to advance the purposes of this title;" and NIFA needs to be kept apprised concerning those matters with respect to NHCC as a covered organization;

WHEREAS, NHCC and the County now desire to enter into a Regulatory Agreement in order to assure appropriate regulatory oversight and regulation of NHCC's health care facilities.

NOW THEREFORE, in consideration of the representations, warranties, covenants and agreements herein made, the sufficiency of which is hereby acknowledged, NHCC, the County and DOH (collectively, the "Parties") agree:

- I. The foregoing WHEREAS clauses accurately reflect the background and intentions of the parties. Capitalized terms not defined herein are defined in Exhibit A hereto.
- II. Whenever reference is made in this Agreement to County approval or consent, such approval or consent shall be within the authority of the County Executive, to the maximum extent consistent with the applicable County ordinances and other applicable law, and shall not be unreasonably withheld.
- III. NHCC shall promptly reimburse the County for the Reimbursement Obligations.

IV. In order to secure NHCC's Reimbursement Obligations, NHCC shall grant to the County a lien on, and security interest in all of NHCC's right, title and interest in all of the assets of NHCC, including all real and personal property, now owned or hereafter acquired, as well as all proceeds thereof.

V. NHCC agrees as follows with respect to its operating activities, including NUMC, AHP, and the DTC's, as well as the real property of NHCC (the "Real Property"):

A. NHCC shall not, without the prior written approval of the County:

1. Transfer, dispose of or encumber any of the Real Property, other than the granting of Permitted Liens (as defined below).
2. Assign, transfer, dispose of, or encumber (other than the granting of Permitted Liens) any item of personal property of the Project, including rents, with a fair market value in excess of \$500,000.00, and shall not disburse or pay out any funds outside of the ordinary course of business except for necessary repairs.
3. Remodel, reconstruct, or demolish any part of the Real Property, except for routine repairs in the ordinary course of business and projects costing less than \$500,000.00, and which do not otherwise require Certificate of Need or other DOH approval under the PHL and applicable regulations.
4. Pay any compensation or make any distribution of income or other assets to any of its officers or directors, except to the extent such compensation represents the normal and customary value of services rendered by such officer in his or her capacity as an employee of NHCC, and such services have been approved in accordance with the policies on conflicts of interest to be adopted in accordance with paragraphs V.H and V.I hereof.
5. Use, or permit the material use of, the Real Property for any purpose other than purposes of operating a hospital, nursing home and community health centers, and all purposes reasonably incidental thereto, or otherwise within NHCC's statutory scope.

B. NHCC shall, to the extent practicable given its available resources, maintain the Real Property and the grounds and equipment appurtenant thereto, in substantially good repair and condition, ordinary wear and tear excepted. In the event all or any of the Real Property shall be destroyed or damaged by fire or other casualty, any proceeds derived from any insurance on the property shall be applied in the first instance to effectuate rebuilding and/or repairs, unless the County demands payment of accrued but unpaid Reimbursement Obligations.

C. All receipts of the Project shall be deposited in the name of NHCC in a bank or banks, whose deposits are insured by the FDIC. Such funds shall not be expended in a manner inconsistent with the provisions of this Agreement.



- D. NHCC shall satisfy or release as soon as practicable any liens, other than Permitted Liens, which attach to the Real Property or any personal property used in the operation of the Project. For purposes of this Agreement, "Permitted Liens" shall mean (i) those liens that pre-exist this Agreement; (ii) liens for taxes payable by NHCC either not yet delinquent or being contested in good faith by NHCC; (iii) suppliers', mechanics', workers', repairers' or other like liens arising in the ordinary course of business and for amounts the payment of which is either not yet delinquent or is being contested in good faith by NHCC; (iv) purchase money security interests granted in connection with the financing of the acquisition of items of personal property in the ordinary course of business, not exceeding \$500,000.00 or that have been included in capital budgets approved by the County; (v) such liens, encumbrances, easements, rights of way or restrictions as would be disclosed in a current survey, prepared in accordance customary industry practice, of each piece of real property constituting the real Property; and (vi) those liens expressly consented to by the County.
- E. If NHCC has any business or activity other than the Project and operation of the Real Property, it shall maintain all income and other funds of the Project segregated from any other funds of NHCC and segregated from any funds of any other corporation or person. Income and other funds of the Project shall be expended only for the purposes of the Project.
- F. NHCC shall make no payment for services, supplies, or materials unless such services are actually rendered for the Project or such supplies or materials are delivered to the Project and are reasonably necessary for its operation. Payments for such services, supplies, or materials shall not exceed the amount ordinarily paid for such services, supplies, or materials in the area where such services are rendered or the supplies or materials furnished.
- G. The Real Property, equipment, buildings plans, office apparatus, devices, books, contracts, records, documents, and other papers relating thereto shall be subject to examination and inspection at any reasonable time, with reasonable advance notice, by the County Executive, the County Office of Legislative Budget Review, or County Comptroller, or their duly authorized agents; NHCC shall keep copies of all written contracts or other instruments which affect the Real Property, all or any of which may be subject to inspection and examination by the County Executive, the County Office of Legislative Budget Review or the County Comptroller or NIFA, or their duly authorized agents, upon the terms and conditions set forth in this paragraph V. G.
- H. NHCC shall not issue notes, bonds, debentures or other obligations other than for money or property actually received for the use and lawful purposes of NHCC, and no such note, bond, debenture or other obligation shall constitute a lien or encumbrance against the Project, or any real property or other asset mortgaged or otherwise pledged to the County, provided, however, that, with the County's consent and all required DOH approvals, NHCC or its subsidiaries may borrow funds for additional projects, and in connection therewith obtain County consent



to release property from the lien of the security interests; including the Mortgage and gross receipts pledge, to the extent required in order to obtain such financing.

- I. The books and accounts of the operations of the Real Property and of the Project shall be kept in accordance with Generally Accepted Accounting Principles.
  - J. By the June 1 following the end of each fiscal year the County shall be furnished with a complete annual financial report based upon an examination of the books and records of NHCC prepared in accordance with the foregoing requirements, certified by an officer of NHCC and certified by a Certified Public Accountant. Copies of such reports shall be provided to NIFA.
  - K. At the request of the County or NIFA, NHCC shall give specific answers to questions and/or provide reports which are reasonably requested from time to time relative to the income, assets, liabilities, cash flow, contracts, operation and condition of the Project or the Real Property and any other information with respect to NHCC or the Real Property and of the Project which may be requested.
  - L. NHCC may not dissolve or otherwise dispose of all or substantially all of its assets or consolidate with, merge into, or permit one or more corporations to consolidate or merge into it, except, subject to a governmental mandate or pursuant to a court order, and prior notice to the County.
- VI. NHCC agrees to take such steps as may be necessary to bring it into substantial compliance with the following standards (the "Performance Standards") no later than January 1, 2006:
- A. NHCC will implement operational improvements guided by the recommendations contained in the Manatt Report, and thereby develop a plan to achieve financial stability and self-sufficiency.
  - B. NHCC's Board of Directors will review the facility's annual audited financial statements at the end of the fiscal year, and the facility's interim financial statements 6 months into each fiscal year, and report to the County and NIFA within 60 days on measures being taken to strengthen or improve conditions that have led to the following conditions:
    - a. A Loss from Operations greater than 1 percent of Total Operating Revenue; or
    - b. An adverse variance exceeding 3 percent of NHCC's budget for Total Operating Revenues and/or Total Operating Expenses; or
    - c. Under funding of any account required under the Refunding, this Agreement or the Guarantee.
  - C. If the conditions described in paragraph VLB exist and the County deems it appropriate, upon the County's request, NHCC shall provide the County and

NIFA with a detailed business plan (the "Business Plan"), within 60 days of the County's request.

1. The Business Plan shall be updated yearly in conjunction with NHCC's preparation of an annual budget and provided to the County, along with the budget, no later than 30 days after the start of each fiscal year until audited financial statements show two consecutive years in which Net Income is positive and the Loss from Operations is no greater than one percent (1%) of Total Operating Revenue. The Business Plan and each update must include the following information:
    - a. A detailed analysis of the specific problems (the "Problems") which have caused NHCC's operating losses and cash flow deficiencies;
    - b. A detailed explanation of the cost cutting or revenue enhancing steps NHCC has taken or will take to rectify each of the Problems. Projections of the cost savings or revenue enhancements resulting from each step must be included. Further, a timetable showing when the actions have been or will be initiated and when their financial impact will be realized must be included; and
    - c. A detailed financial plan to include the following one-year projections:
      - (i) Pro forma balance sheets and revenue and expense projections on a monthly basis;
      - (ii) Cash flow projections on a monthly basis; and
      - (iii) Assumptions for all major line item projections in sufficient detail to show how the projections were derived.
  2. The Business Plan shall include an approval resolution by NHCC's Board of Directors. Copies of the Business Plan and resolution shall be provided to NIFA. The County will monitor NHCC's compliance with the Business Plan.
- D. The County may require that NHCC engage, within 45 days of receiving notice from the County, at its expense, an independent consultant (the "Consultant"), reasonably acceptable to the County and NHCC:
1. If the Business Plan is required but not timely submitted; or
  2. If the Business Plan is not reasonably acceptable to the County; or
  3. If NHCC is not materially attaining the goals of the Business Plan; or

4. If, in any fiscal year(s) in which NHCC has a Reimbursement Obligation, NHCC's Net Income, plus depreciation expense, interest expense, and principal debt payments ("Adjusted Net Income") for two consecutive fiscal years in which there is a Reimbursement Obligation, is less than 125% of the Reimbursement Obligation, or NHCC's Adjusted Net Income in any one fiscal year is less than 110% of the Reimbursement Obligation; or
5. If NHCC is materially in default on its payments to the County.
- E. If engaged pursuant to Section VI.D. hereof, the Consultant shall review NHCC's previously submitted Business Plan and performance and make recommendations for corrective action that address: (a) the adequacy and sufficiency of the Business Plan in returning NHCC to a profitable operation, and (b) the operational or financial problems which have caused NHCC's operating losses and cash flow deficiencies. The Consultant should complete such reports within 90 days of engagement.
- F. In the event any Consultant's report has been required by the County, NHCC agrees to provide the County and NIFA with a copy of the Consultant's report, and a detailed implementation plan of the Consultant's recommendation(s), including reasons, if any, for not implementing the Consultant's recommendation(s). The implementation plan shall be presented in the above Business Plan format and shall be given to the County within 45 days of NHCC's receipt of the consultant's report. The County will monitor NHCC's compliance with the implementation plan.
- G. NHCC or its subsidiary(ies) shall at all times, if required by the laws of the jurisdiction, maintain in full force and effect a license to operate the Project from the state and/or other licensing authority. NHCC shall not lease all or a material part of the Project except on terms approved by the County.
- H. NHCC's Board of Directors shall adopt By-Laws and policies consistent with the Public Authorities Law, the PHL requirements for governing bodies of hospitals, nursing homes and DTCs, and the accreditation standards of the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO").
- I. NHCC's Board of Directors shall adopt By-Laws and/or policies establishing standards of Board attendance, disclosure of interests and avoidance of conflicts of interest, and each Board member will certify his/her compliance upon appointment and annually thereafter, on forms attached hereto, subject to amendment from time to time, upon agreement between NHCC and the County. No director, officer or employee of NHCC shall acquire any interest, direct or indirect, in any property then or thereafter included or planned to be included in the Project, nor retain any interest direct or indirect in any property acquired subsequent to his appointment or employment which is later included or planned to be included in the Project. If any director, officer or employee of NHCC owns

or controls an interest, direct or indirect, in any property included in a Project which was acquired prior to his appointment or employment, he or she shall disclose such interest and the date of acquisition to NHCC, and such disclosure shall be entered upon the minutes of the Board of Directors of NHCC and a copy of such minutes shall be forwarded to the County. The Board of Directors of NHCC shall direct such remedial steps as may be determined in consultation with the County. Other amendments to the NHCC By-Laws may be made from time to time in accordance with recommendations of a Governance Committee of the NHCC Board.

- VII. Beginning on January 1, 2006, NHCC agrees that it will be in substantial compliance, and will remain in substantial compliance with the Performance Standards provided in paragraph VI of this Agreement. NHCC will provide the reports specified in paragraphs V, VI and VII, quarterly or as otherwise required, to the County, the County Comptroller, the County Legislature, and NIFA, to the extent required under this Agreement, in order to permit ongoing monitoring of its compliance with the Performance Standards. NIFA shall be copied by NHCC and the County on all documents, reports or notices that are specifically required under this Agreement or the Stabilization Agreement, and further, NHCC and the County shall make reasonable efforts to continue to inform NIFA by meeting monthly with NIFA as NIFA continues to carry out its responsibilities under its statutory role.
- VIII. The Parties agree that this Agreement may be modified, if deemed necessary by the Parties, which modification of this Agreement may provide for, but not necessarily be limited to, other and additional assurances and matters reasonably and necessarily relevant to the Refunding and NHCC's repayment to the County of amounts paid by the County under the Guarantee, and assurance that NHCC will continue to comply with the PHL and the Commissioner's Administrative Rules and Regulations adopted pursuant thereto.
- IX. Upon a violation by NHCC of any of the provisions of this Agreement and/or if the actions taken by NHCC to cure violations and to address financial and operational problems as required under this Agreement have not succeeded, the County may give written notice to NHCC. NHCC and the County then will attempt to develop remediation agreement(s) consistent with applicable law. If NHCC and the County cannot agree on remediation agreement(s) within 45 days of the County's notice, either party may pursue whatever remedies are available to it, subject to the limitation that the County's remedy of foreclosure on the assets of NHCC shall be available only to the extent necessary to recoup the amount of any payment defaults by NHCC with respect to its Reimbursement Obligations to the County.
- X. In the event of any conflict of provisions, this Agreement shall prevail over prior agreements between the County and NHCC, except for the Stabilization Agreement, which shall govern in the event of any conflict.

- XI. This Agreement shall terminate upon the satisfaction of all obligations that are the subject of the Guarantee, and the payment of all accrued unpaid Reimbursement Obligations of NHCC to the County.
- XII. This instrument shall bind, and the benefits shall inure to, the respective parties hereto, including any subsidiaries created by NHCC in the future, and their legal representatives, executors, administrators, successors in office or interest, and assigns, and all owners of the Mortgaged Property, so long as the Guarantee, the Mortgage, the Gross Receipts Pledge and related agreements remain in effect.
- XIII. The invalidity of any clause, part or provision of this Agreement shall not affect the validity of the remaining portions thereof.

IN WITNESS THEREOF, the parties have hereto caused this REGULATORY AGREEMENT to be executed as of the day and year first hereinabove set forth.

NASSAU HEALTH CARE CORPORATION

By: 

COUNTY OF NASSAU

By: 

Exhibit A – Definitions

"Certificate of Need" shall have the same meaning set forth in 10 NYCRR § 710.1.

Loss from Operations – Total Operating Revenues less Total Operating Expenses where Total Operating Expenses exceed Total Operating Revenues for a fiscal year.

Total Operating Revenue(s) – The sum of net patient service revenue, New York State Intergovernmental Transfer Revenue, Nassau County billings revenue, historical mission payments revenue, Federal and State aid revenue, faculty practice plan revenue and miscellaneous revenue for a fiscal year.

Total Operating Expenses – The sum of salaries expense, fringe benefits expense, supplies expense, utilities expense, depreciation expense, interest expense, bad debt expense and other operating expenses for a fiscal year.

Net Income - Total Operating Revenues less Total Operating Expenses plus non-operating revenues, less non-operating expenses.

Gain from Operations – Total Operating Revenues less Total Operating Expenses where Total Operating Revenues exceed Total Operating Expenses for a fiscal year.

## 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 by such title 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, including the 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.

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 Best Efforts 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 U

Local Law No. 19 - 2003

A LOCAL LAW TO PROHIBIT THE USE OF COUNTY RESOURCES TO INTERFERE  
WITH COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY.

BE IT ENACTED by the Nassau County Legislature as follows:

The Miscellaneous Laws of Nassau County are amended by adding a new title to read as follows:

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its

subcontractors regarding either of the following:

- 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
  - 2.) whether to become a member of any labor organization.
- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

### §3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.
- G) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I) Any County contractor who makes expenditures or incurs costs to assist, promote or

deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

#### § 4. Accounting.

- Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:
- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that support the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

#### § 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.
- B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:
  - 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
  - 2.) allowing a labor organization or its representative's access to the employer's facility or property;
  - 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
  - 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

#### § 6. Implementation.

Every Nassau County Department, Agency, Authority or Office shall:

- 1.) Include in all bid documents, County grant applications, County program guidelines and County reimbursement documents, a statement informing potential and actual County contractors that the efficient, timely and non-disruptive provision of goods and services sought by such Department, Agency, Authority or Office is a paramount financial interest of the County of Nassau and as such the County expects the potential County contractor to protect the County's financial interest by adopting non-confrontational procedures for the orderly resolution of labor disputes. The statement shall also inform the potential and actual County contractors that such non-confrontational procedures may include, but are not limited to, neutrality agreements, majority authorization card agreements, binding arbitration agreements, fair communication agreements, non-intimidation agreements and reasonable access agreements.
- 2.) Require County contractors and those seeking County contracts, to certify and affirm as true under the penalty of perjury:
  - a.) that such contractor will not express to employees any false or misleading information that is intended to influence the determination of employee preferences regarding union representation;
  - b.) that such contractor will not coerce or intimidate employees, explicitly or implicitly, in selecting or not selecting a bargaining representative;
  - c.) that such contractor will not require an employee, individually or in a group, to attend a meeting or an event that is intended to influence his or her decision in selecting or not selecting a bargaining representative;



- d.) that such contractor understands its obligation to limit disruptions caused by pre-recognition labor disputes through the adoption of non-confrontational procedures for the resolution of pre-recognition labor disputes with employees engaged in the production of goods or the rendering of services for the County; and
  - e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
  - 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

#### § 7. Penalties.

- A) A County contractor who expends funds and/or obtains reimbursement for funds spent in violation in Section 3 or 4 of this law shall be liable for any funds so expended plus a civil penalty equal to twice the amount of those funds. Such penalty shall not be paid by the contractor from any other County funds. In addition, said County contractor shall be prohibited from bidding on County contracts for a period of five (5) years from the final determination of a violation, either by administrative action or judicial action.
- B.) An employer that violates Section 3 of this law, shall also be liable for a civil penalty equal to One Thousand (\$1,000) Dollars per employee per meeting. Such penalty shall not be paid by the employer from any other County funds.
- C.) Any public official who knowingly authorizes the use of County funds in violation of Section 3 of this law, shall be liable to the County for those funds.

#### Section 8. Enforcement.

- A) A civil action for a violation of this law may be brought by the County Attorney's office for injunctive relief, damages, civil penalties and other appropriate equitable relief.
- B.) All damages and civil penalties collected pursuant to this law shall be paid to the general fund of the county;
- C.) Any Labor Organization may file a complaint with the Nassau County Department of Labor or the Nassau County Attorney's office alleging violations of this law. Said complaint shall be promptly investigated and a written response shall be issued to the complaining Labor Organization.