



Certified:

E-164-21

Filed with the Clerk of the
Nassau County Legislature
November 8, 2021 12:53pm

NIFS ID:CQCO21000004 Department: Comptroller

Capital:

SERVICE: Claims Review for Smart Savings Program

Contract ID #:CQCO21000004

NIFS Entry Date: 30-SEP-21

Term: from 01-APR-21 to 31-DEC-23

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

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

Vendor Info:	
Name: VMG Holdings LLC, d/b/a VMG Health	Vendor ID#: 475118322
Address: 2515 McKinney Ave, Suite 1500 Dallas, TX 75201	Contact Person: Pamela D'Apuzzo
	Phone: 631-231-0505

Department:
Contact Name: Sergio A. Blanco
Address: 240 Old Country Road Mineola, NY 11501
Phone: 516-571-2854

Routing Slip

Department	NIFS Entry: X	30-SEP-21 -- KTAO
Department	NIFS Approval: X	30-SEP-21 -- KBRANDEAU
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	08-OCT-21 -- IQURESHI
OMB	NIFS Approval: X	01-OCT-21 -- NGUMIENIAK
County Atty.	Insurance Verification: X	30-SEP-21 -- AAMATO
County Atty.	Approval to Form: X	06-OCT-21 -- DGREGWARE

CPO	Approval: X	14-OCT-21 -- PARJUNE
DCEC	Approval: X	22-OCT-21 -- RCLEARY
Dep. CE	Approval: X	05-NOV-21 -- HWILLIAMS
Leg. Affairs	Approval/Review: X	08-NOV-21 -- JSCHANTZ
Legislature	Approval:	
Comptroller	Deputy:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Agreement with VMG Holding d/b/a VMG Health to provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses County employees married to other County employees, when they have out of pocket health insurance costs over \$2,000.00.
Method of Procurement: RFP issued 11/25/20
Procurement History: RFP was issued 11/25/20 - there were four responses
Description of General Provisions: VMG Holdings LLC is to act as a third-party administrator for the Smart Savings Program. The TPA is to review all claims of reimbursement, and notify the claimant(s) and the County of its reimbursement determination.
Impact on Funding / Price Analysis: Maximum amount is \$125,000 for a term of 4/1/21 through 12/31/21 with two (2) one-year renewal options. The initial encumbrance is \$15,000.
Change in Contract from Prior Procurement: n/a
Recommendation: (approve as submitted) Approve as Submitted

Advisement Information

BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN					
Control:	CO10	Revenue		1	COGEN1100/DE500	\$ 15,000.00
Resp:	1100	Contract:				\$ 0.00
Object:	DE500	County	\$ 15,000.00			\$ 0.00
Transaction:	103	Federal	\$ 0.00			\$ 0.00
Project #:		State	\$ 0.00			\$ 0.00
Detail:		Capital	\$ 0.00			\$ 0.00
		Other	\$ 0.00			\$ 0.00
		TOTAL	\$ 15,000.00		TOTAL	\$ 15,000.00
RENEWAL						
% Increase						
% Decrease						

RULES RESOLUTION NO. – 2021

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY COMPTROLLER, AND VMG HOLDINGS LLC, D/B/A VMG HEALTH

WHEREAS, the County has negotiated a personal services agreement with VMG Holdings LLC, d/b/a VMG Health to serve as the County's Plan Administrator in reviewing, analyzing, and auditing claims submitted by a County employee under the smart savings program, 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 VMG Holdings LLC, d/b/a VMG Health.



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

1. **Vendor:** VMG Holdings LLC, d/b/a VMG Health

2. **Dollar amount requiring NIFA approval:** \$125000

Amount to be encumbered: \$15000

This is a New

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

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

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

3. **Contract Term:** 4/01/21-12/31/25 (if extended)

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 % 0

County % 100

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

Y

If not, will it require a future borrowing?

N

Has the County Legislature approved the borrowing?

N/A

Has NIFA approved the borrowing for this contract?

N/A

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

Contract with a vendor who will provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses County employees married to other County employees, when they have out of pocket health insurance costs over \$2,000.00.

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

Nassau County Attorney as to form Y

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

08-OCT-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.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this “Agreement”), dated as of the date (the “Effective Date”) that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the “County”), acting for and on behalf of the Office of the Nassau County Comptroller (the “Comptroller” or the “Office”), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) VMG Holdings LLC, d/b/a VMG Health, having its principal office at 2515 McKinney Ave, Suite 1500, Dallas, TX 75201 (the “Contractor”).

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall begin on April 1, 2021 and terminate on December 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement. The Office shall have an option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2024 through December 31, 2024. In the event the Office exercises said option, it shall then have a second option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2025 through December 31, 2025. The Office shall exercise such renewal options by written notice thereof to the Contractor. All renewal options shall be at the sole discretion of the Office, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of the Contractor serving as the County’s Plan Administrator in reviewing, analyzing, and auditing claims submitted by a County employee who makes a claim for reimbursement pursuant to Ordinance 82-2006 (“Claimant”) which established the smart savings program (“Program”). Such services include, but are not necessarily limited to, the specific services listed below (“Services”):

- I. The Contractor shall review and audit medical reimbursement claims submitted to the Contractor by a Claimant who, but for the Program, would be covered by a second family health insurance policy, but now has to pay more out-of-pocket expenses than he or she would have if the second insurance policy had been in effect.
- II. The Contractor will utilize any coordination of benefits requirements so promulgated by the New York State Health Insurance Plan (“NYSHIP”) as set forth in the most recent NYSHIP General Information Book.
- III. The Contractor shall be expected to keep up to date with any changes made by NYSHIP to the General Information Book.
- IV. The Contractor shall utilize the “Procedures for Filing a Claim for Reimbursement under the Smart Savings Program”, as well as the “Reimbursement Form” attached hereto as Exhibit “A”. Notwithstanding the above, the Contractor may use its own “Reimbursement Form” upon written approval by the Office.

- V. As part of its duties as the County's Plan Administrator, the Contractor shall review all available information to advise the Office as to whether a Claimant's reimbursements have reached a level where it would be fiscally in the County's best interest to provide the Claimant with a second insurance policy. Notwithstanding the above, any such determination that is in the County's best interest to issue a second insurance policy shall not impact any amount which the Contractor concludes that the Claimant is entitled to as reimbursement for covered expenses incurred prior to the issuance of the second insurance policy.
- VI. Upon submission and receipt of a claim for reimbursement by a Claimant, the Contractor shall forward a confirmation letter within five (5) business days acknowledging receipt thereof.
- VII. The Contractor shall make, and convey in writing, to both the Office and the Claimant, a final determination of each claim submitted within thirty (30) days of receipt.
- a. If additional information is required by Contractor before a final determination can be made, the Contractor shall notify the Claimant in writing, and provide the Claimant with fifteen (15) days in which to provide the additional information. Such notification shall set forth the specific information needed from the Claimant.
 - b. Once the additional information is received, the Contractor shall notify the Claimant that they have received the additional information and that a final determination will be made within thirty (30) days of such notice.
 - c. If Claimant does not provide the requested additional information, the Contractor shall make its determination within thirty (30) days of receipt of the initial documentation provided by Claimant based on the information the Contractor has been provided.
- VIII. The Contractor shall be responsible for responding to inquiries made by Claimants, including, but not limited to, providing to the Claimant any requested information related to the claim, or the claim submission process including the Contractor's procedures for processing and auditing claims. Such information shall be given to the Claimant in a timely manner and in accordance with the terms and conditions of this Agreement.
- IX. If a claim for reimbursement is denied, in whole or in part, the Contractor shall send notification to the Claimant in a concise and easy-to-read manner. Such notification shall include the following:
- a. The precise reason(s) for the denial; and
 - b. any and all references to the specific plan provisions upon which the denial was based; and
 - c. a description of any additional material or information required in order to perfect the claim, including an explanation of why such information is required.

3. Payment. (a) Except as otherwise provided in Section 3(a)(I) and Section 3(a)(II) hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, including during any renewals of the Agreement as provided above, shall be a sum not to exceed one hundred twenty-five thousand dollars (\$125,000.00) inclusive of all costs and expenses (the "Maximum Amount"), payable at a rate of one hundred fifty dollars (\$150.00) per hour,

with a maximum not-to-exceed amount of one thousand two hundred dollars (\$1,200.00) per Claimant claim. Notwithstanding the above:

- I. The parties acknowledge that the Maximum Amount of compensation for the Services rendered by the Contractor during the term of this Agreement, including any renewals as provided above, shall not exceed the amounts listed above, unless this Agreement is amended to include additional funds or for a continuation of services beyond the term of this Agreement. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by Contractor under this Agreement, including but not limited to, attending meetings with the Comptroller's Office in connection with this Agreement.
- II. If there is a change (i) in the scope of Services or any agreed-upon additional audit-related services to be provided under this Agreement, or (ii) in any circumstance with respect to this Agreement (or any attachments hereto) ("Additional Services"), the parties shall negotiate in good faith to make an equitable adjustment to rates and the maximum amounts set forth in Section 3(a) and incorporate said adjustments into written contract amendments.
 - a. Should the need for any such Additional Services be identified by the Contractor, it shall be the Contractor's responsibility to inform Deputy Comptroller John Marafino, or his successor as designated by the County Comptroller, as soon as possible, in writing. Further, it is expressly understood that the County shall not be liable for any such additional expenses without having first granted its expressed authority in a written agreement which has received all required County approvals, third party approvals and other governmental approvals, including, if required, approval by the County Legislature and the Nassau Interim Finance Authority.
 - b. Any Additional Services requested by the County and agreed to by the Contractor pursuant to this Agreement shall be billed at one hundred fifty dollars (\$150.00) per hour.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Comptroller or his or her duly designated representative.

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of

this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be fifteen thousand dollars (\$15,000.00). Thereafter, the Office will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

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

6. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, disclosure of information and vendor registration in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement 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 ("Information") acquired in connection with performance or administration of this Agreement remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of

Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

(g) Protection of Client information. The Contractor shall, and shall cause Contractor's Agents, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy disclose or transfer any client information, (including, but not limited to names, addresses, telephone numbers, social security numbers, date of birth and medical information of any kind) ("Confidential Information"), or utilize any of such information, for any purpose, except as may be necessary in the course of the Contractor's use of Confidential Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Confidential Information. Contractor acknowledges that its nondisclosure obligations under this Agreement also apply to all documents prepared by it in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any incorporate or reflect any Confidential Information, except as otherwise provided in this Agreement. The Contractor shall also comply with the Health Insurance Portability and Accountability Act ("HIPPA"), 42 USC section 1320a, and federal privacy and security regulations (CFR Parts 160 and 164) and enter into, if necessary and required by Law, a business associate agreement with the County. The provisions of this subsection shall survive termination of this Agreement.

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

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

8. Indemnification; Defense; Cooperation. (a) Each party shall be solely responsible for and shall indemnify and hold harmless the other party and their respective officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, settlements, losses, costs, damages, and expenses (including, without limitation, attorneys' fees, expert fees, and disbursements) ("Losses"), directly arising out of the breach of this Agreement, negligence, or willful misconduct of the indemnifying party.

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

(c) Each party shall, and shall cause their respective Agents to, cooperate with each other in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement.

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

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single limit liability of not less than One Million Dollars (\$1,000,000.00) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

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

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

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

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County Comptroller or his or her designee, at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Office of the Nassau County Attorney on the same day that notice is given to the County Comptroller.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement. Upon any termination, County shall pay Contractor for valid fees and expenses incurred up to the date of termination in the same time frame outlined in this agreement for fees.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. Response to Subpoena: If lawfully compelled to disclose any County documents, Contractor will provide County written notice so County may seek a protective remedy, if applicable.

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

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

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

one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

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

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

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office, to the attention of Deputy Comptroller John Marafino, or his successor, at the address specified above for the Office, (ii) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the following order of priority shall apply, starting with first priority and ending with last priority:

- A. Terms and conditions set forth above the signature page of this Agreement;
- B. Appendix EE: Equal Employment Opportunities for Minorities and Women; and Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
- C. Exhibit A;

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. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

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

21. 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.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

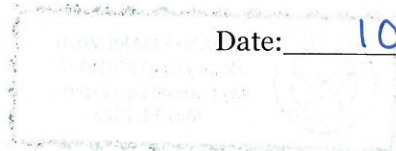
VMG Holdings LLC, d/b/a VMG Health

By: Gregory Koonsman

Name: GREGORY KOONSMAN

Title: CEO

Date: 10-04-2020



NASSAU COUNTY

By: _____

Name: _____

Title: County Executive

☐ Deputy County Executive

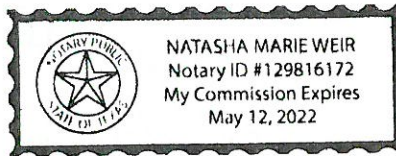
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF Texas)
)ss.:
COUNTY OF Dallas)

On the 04 day of October in the year 2021 before me personally came Gregory Koosman to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Dallas; that he or she is the CEO of YMB Holdings LLC, 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.

Natasha Marie Weir
NOTARY PUBLIC



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

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

PROCEDURES FOR FILING A CLAIM FOR REIMBURSEMENT UNDER THE SMART SAVINGS PROGRAM

IMPORTANT

1. The Reimbursement Form should be used when a family covered by the Smart Savings Program has expended in excess of \$2,000.00 for expenses that would have otherwise been reimbursed under a second family health insurance plan.
2. When you submit your first claim for reimbursement, you must include one or more Explanation of Benefits forms ("EOBs") verifying out-of-pocket expenses that would otherwise have been reimbursed under a second family health insurance plan in excess of \$2,000.00. **If you do not submit EOBs totaling \$2,000.00, your claim for reimbursement will be returned to you unprocessed.**
3. You only need to submit proof of expenses totaling \$2,000.00 once per plan year along with proof of payment of these expenses in order to be reimbursed for your additional expenses.
4. Be sure to print clearly and legibly using either black or blue ink when completing this form.
5. A claim for reimbursement cannot be processed without the claimant's Insurance Card Number.
6. Completed Reimbursement Forms along with the Explanation of Benefits (EOBs) and proof of payment should be mailed directly to the Plan Administrator.
7. You may submit either original documents or copies. If the copies submitted are illegible, the Plan Administrator reserves the right to return the submission to the claimant unprocessed. If you are submitting multiple Reimbursement Forms in one envelope, please paper clip the appropriate Reimbursement Form, EOBs and any additional documentation together.
8. The Plan Administrator reserves the right to request additional documentation from claimants prior to processing a claim.
9. The deadline for submission of reimbursements for the year 2015 is May 1, 2016.

SUBMISSION INSTRUCTIONS

Please mail your completed form(s) to the Plan Administrator listed below:

NASSAU COUNTY SMART SAVINGS PROGRAM

**c/o Pamela D'Apuzzo
VMG Health
102 Motor Parkway Ste 520
Hauppauge, NY 11788
(631) 231-0505**

All inquiries regarding reimbursement under the Smart Savings Program should be directed to the Plan Administrator. Reimbursement Forms may be obtained from the Nassau County Comptroller website: <https://www.nassaucountyny.gov/4837/Active-Employees-Forms> or by calling the Plan Administrator at (631)231-0505.

NASSAU COUNTY SMART SAVINGS PROGRAM
c/o Pamela D'Apuzzo
VMG Health
102 Motor Parkway Ste 520
Hauppauge, NY 11788



NASSAU COUNTY SMART SAVINGS PROGRAM REIMBURSEMENT FORM

PRIMARY INSURED INFORMATION

PRIMARY INSURED _____
Last Name First Name Middle

PRIMARY INSURED'S ADDRESS _____

Telephone Number _____ Is this a change of address? Yes ___ No ___

Insurance Card # _____

PATIENT INFORMATION

1) PATIENT'S NAME _____

PATIENT'S ADDRESS _____
(If different from primary insured's address)

RELATIONSHIP TO PRIMARY INSURED _____ DATE OF BIRTH _____

SEX: M ___ F ___

PATIENT INFORMATION

2) PATIENT'S NAME _____

PATIENT'S ADDRESS _____
(If different from primary insured's address)

RELATIONSHIP TO PRIMARY INSURED _____ DATE OF BIRTH _____

SEX: M ___ F ___

*Use a separate sheet for additional patients

Note: Claimant must provide proof of out-of-pocket expenses totaling \$2,000.00 in medical costs that would have otherwise been covered by a second family insurance plan. See reimbursement procedures for more information.

Expenses

Patient	Date of Service	Out-of-Pocket Expenses (i.e. co-pays, deductibles)	Reimbursement Amount

*Attach additional sheets if necessary

The undersigned certifies as follows: To the best of my knowledge and belief, the statements made in this Reimbursement form are true and complete. These statements are being made for reimbursement of eligible expenses under the Smart Savings Program incurred during the respective year for eligible plan participants. I certify that I have exhausted the \$2,000.00 buyback amount. I further certify that I have incurred additional expenses exceeding \$2,000.00 for expenses that would have otherwise been covered by a second family health insurance plan.

SIGNATURE _____ **DATE** _____

Mail to:
NASSAU COUNTY SMART SAVINGS PROGRAM
c/o Pamela D'Apuzzo
VMG Health
102 Motor Parkway Ste 520
Hauppauge, NY 11788
(631) 231-0505

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

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

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

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

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

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

additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

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

(m) The contractor shall provide contracting agency with information regarding all

subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

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

As used in this Appendix EE the term “Executive Director” shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall

include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Greg Koonsma (Name)
2515 McKinney Ave Suite 1502 Dallas TX 75201 (Address)
214 369. 4887 (Telephone Number)

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

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

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

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

Dated

6/29/21

Signature of Chief Executive Officer



Name of Chief Executive Officer

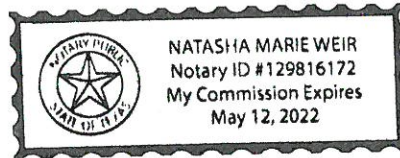
Greg Koonsman

Sworn to before me this

29 day of June, 2021.

Notary Public

Natasha Marie Weir



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: VMG Holdings LLC

CONTRACTOR ADDRESS: 2515 McKinney Ave, Suite 1500, Dallas, TX 75201

FEDERAL TAX ID #: 475118322

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 October 28, 2020 [date]. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, & the NYS Contract Register [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on November 25, 2020 [date]. 4 [state #] proposals were received and evaluated. The evaluation committee consisted of: 4 employees from the Office of the Nassau County Comptroller, one of whom was a non-voting member.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

X. ☒ Vendor will not require any sub-contractors.

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



Department Head Signature



Date

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



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

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

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:
Greg Koonsman [GREG.KOONSMAN@VMGHEALTH.COM]

Dated: 10/04/2021 11:54:33 AM

Vendor: VMG Health

Title: Founder and CEO

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Greg Koonsman
Date of birth: 07/24/1964
Home address: 3515 Lexington Avenue
City: Dallas State/Province/Territory: TX Zip/Postal Code: 75205
Country: US

Business Address: 2515 McKinney Avenue, Suite 1500
City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201
Country: US
Telephone: 2143694888

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	<u>01/01/2015</u>	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

10%

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

I, Greg Koonsman , 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.

VMG Health

Name of submitting business

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

Greg Koonsman [GREG.KOONSMAN@VMGHEALTH.COM]

Founder and CEO

Title

10/04/2021 11:55:20 AM

Date

Business History Form

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

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

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

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

Date: 10/20/2021

1) Proposer's Legal Name: VMG Holdings LLC dba VMG Health

2) Address of Place of Business: 2515 McKinney Ave, Suite 1500

City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201

Country: US

Address: 150 3rd Avenue South, Suite 2120

City: Nashville State/Province/Territory: TN Zip/Postal Code: 37201

Country: US

Start Date: _____ End Date: _____

Address: 102 Motor Parkway, Suite 520

City: Hauppauge State/Province/Territory: NY Zip/Postal Code: 11788

Country: US

Start Date: _____ End Date: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: 836907634

5) Federal I.D. Number: 47-5118322

6) The proposer is a: Other (Describe) LLC (Limited Liability Corporation) Tax as Partnership

- 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:
- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES ☐ NO ☒ If yes, please provide details:
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES ☐ NO ☒ If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).
- 11) Has the proposer, during the past seven years, been declared bankrupt?
YES ☐ NO ☒ If yes, state date, court jurisdiction, amount of liabilities and amount of assets
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the

conduct of that business:

a) Any felony charge pending?

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

b) Any misdemeanor charge pending?

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

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

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

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

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

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

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

- 15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

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

- 16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☒ If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

- 17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict

of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists.

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

No conflict exists.

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

No conflict exists.

- b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

VMG Health does not anticipate any future conflict of interest issues. However, we will be sure to communicate with County if any potential issues arise.

- 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;

09/21/2018

- 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.

First Name	Greg				
Last Name	Koonsman				
MI		Suffix			
Address	2515 McKinney Ave, Suite 1500				
City	Dallas	State/Province/Territory	TX	Zip/Postal Code	75201
Country	US				
Position	Founder and CEO				

1 File(s) Uploaded: NCP VMG Holdings LLC Cap Table 20201123.pdf

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

First Name	Greg		
Last Name	Koonsman		
MI		Suffix	
Address	2515 McKinney Ave, Suite 1500		
City	Dallas	State/Province/Territory	TX
Country	US		
Position	Founder and CEO		

iv) State of incorporation (if applicable);

DE

v) The number of employees in the firm;

167

vi) Annual revenue of firm;

42900000

vii) Summary of relevant accomplishments

1

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

B. Indicate number of years in business.

20

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

None.

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	Hospital for Special Surgery		
Contact Person	Andrea Ansorge		
Address	535 East 70th Street		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 774-2398		
Fax #			
E-Mail Address	ansorgea@hss.edu		

Company	PACT MSO, LLC
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Contact Person	Yvette Barchat		
Address	322 East Main Street, Suite 1B		
City	Branford	State/Province/Territory	CT
Country	US		
Telephone	(203) 488-7228		
Fax #			
E-Mail Address	ybarchat@pactmd.com		

Company	NYU Langone Medical Center		
Contact Person	Sharon Kurtz		
Address	One Park Avenue, 3rd Floor		
City	New York	State/Province/Territory	NY
Country	US		
Telephone	(212) 404-4054		
Fax #			
E-Mail Address	sharon.kurtz@nyumc.org		

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

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

CERTIFICATION

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Name of submitting business: VMG Health

Electronically signed and certified at the date and time indicated by:
Greg Koonsman [GREG.KOONSMAN@VMGHEALTH.COM]

Founder and CEO
Title

10/20/2021 03:25:36 PM
Date

Pro Forma Equity Capitalization

Summary of Units

Class A Units Outstanding at Close	87,200.0000
Total Class B Units	21,800.0000
Class B Units % of fully diluted equity	20.0000%
Overall Units (Fully diluted)	109,000.0000
Percentage Class A	100.00%
FMV per Unit at Close	\$1,000.00

Unitholder	Class A Amount (\$)	Total Amount (\$)	Number of Units (Class A Units)	Number of Units (Class B Units)	% of Class B Units (Allocated at Close)	Total Units (excl. Class B Units)	Units (%) (excl. Class B Units)	Total Units (incl. Class B Units)	Units (%) (incl. Class B Units)	FMV per Unit
Northlane Capital Partners II LP	46,200,000.00	46,200,000.00	46,200.0000	0.0000	0.00%	46,200.0000	52.98%	46,200.0000	42.39%	1,000.00
Independence Partners VI, LLC	500,000.00	500,000.00	500.0000	0.0000	0.00%	500.0000	0.57%	500.0000	0.46%	1,000.00
Greg Koonsman	9,977,355.57	9,977,355.57	9,977.3556	0.0000	0.00%	9,977.3556	11.44%	9,977.3556	9.15%	1,000.00
Todd Sorensen	2,895,047.84	2,895,047.84	2,895.0478	0.0000	0.00%	2,895.0478	3.32%	2,895.0478	2.66%	1,000.00
Vince Kickirillo	2,927,059.43	2,927,059.43	2,927.0594	0.0000	0.00%	2,927.0594	3.36%	2,927.0594	2.69%	1,000.00
Stephan Peron	2,279,693.05	2,279,693.05	2,279.6931	0.0000	0.00%	2,279.6931	2.61%	2,279.6931	2.09%	1,000.00
Jen Johnson	2,899,749.98	2,899,749.98	2,899.7500	0.0000	0.00%	2,899.7500	3.33%	2,899.7500	2.66%	1,000.00
Kevin McDonough	2,252,500.82	2,252,500.82	2,252.5008	0.0000	0.00%	2,252.5008	2.58%	2,252.5008	2.07%	1,000.00
John Trabold	385,343.96	385,343.96	385.3440	0.0000	0.00%	385.3440	0.44%	385.3440	0.35%	1,000.00
Aaron Murski	2,427,522.31	2,427,522.31	2,427.5223	0.0000	0.00%	2,427.5223	2.78%	2,427.5223	2.23%	1,000.00
Jonathan Helm	1,530,598.22	1,530,598.22	1,530.5982	0.0000	0.00%	1,530.5982	1.76%	1,530.5982	1.40%	1,000.00
Thomas Warrington	1,321,835.48	1,321,835.48	1,321.8355	0.0000	0.00%	1,321.8355	1.52%	1,321.8355	1.21%	1,000.00
Colin McDermott	1,283,197.77	1,283,197.77	1,283.1978	0.0000	0.00%	1,283.1978	1.47%	1,283.1978	1.18%	1,000.00
Don Barbo	734,106.76	734,106.76	734.1068	0.0000	0.00%	734.1068	0.84%	734.1068	0.67%	1,000.00
Clinton Flume	979,670.98	979,670.98	979.6710	0.0000	0.00%	979.6710	1.12%	979.6710	0.90%	1,000.00
Chance Sherer	894,316.03	894,316.03	894.3160	0.0000	0.00%	894.3160	1.03%	894.3160	0.82%	1,000.00
Ben Ulrich	1,072,006.90	1,072,006.90	1,072.0069	0.0000	0.00%	1,072.0069	1.23%	1,072.0069	0.98%	1,000.00
Colin Park	557,489.92	557,489.92	557.4899	0.0000	0.00%	557.4899	0.64%	557.4899	0.51%	1,000.00
Frank Fehribach	303,724.08	303,724.08	303.7241	0.0000	0.00%	303.7241	0.35%	303.7241	0.28%	1,000.00
Nick Shannon	531,257.83	531,257.83	531.2578	0.0000	0.00%	531.2578	0.61%	531.2578	0.49%	1,000.00
Stephen Schulte	543,434.41	543,434.41	543.4344	0.0000	0.00%	543.4344	0.62%	543.4344	0.50%	1,000.00
Victor McConnell	749,113.61	749,113.61	749.1136	0.0000	0.00%	749.1136	0.86%	749.1136	0.69%	1,000.00
Robert Chapel	777,001.30	777,001.30	777.0013	0.0000	0.00%	777.0013	0.89%	777.0013	0.71%	1,000.00
Doug Hillrichs	369,023.37	369,023.37	369.0234	0.0000	0.00%	369.0234	0.42%	369.0234	0.34%	1,000.00
William Teague	450,584.05	450,584.05	450.5841	0.0000	0.00%	450.5841	0.52%	450.5841	0.41%	1,000.00
John Meindl	280,919.08	280,919.08	280.9191	0.0000	0.00%	280.9191	0.32%	280.9191	0.26%	1,000.00
Cynthia Carr	476,181.36	476,181.36	476.1814	0.0000	0.00%	476.1814	0.55%	476.1814	0.44%	1,000.00
Larry Snyder	210,920.40	210,920.40	210.9204	0.0000	0.00%	210.9204	0.24%	210.9204	0.19%	1,000.00
Taryn Nasr	130,833.02	130,833.02	130.8330	0.0000	0.00%	130.8330	0.15%	130.8330	0.12%	1,000.00
David LaMonte	80,000.00	80,000.00	80.0000	0.0000	0.00%	80.0000	0.09%	80.0000	0.07%	1,000.00
Nick Taglioli	131,587.53	131,587.53	131.5875	0.0000	0.00%	131.5875	0.15%	131.5875	0.12%	1,000.00
Matt McKenzie	213,335.55	213,335.55	213.3356	0.0000	0.00%	213.3356	0.24%	213.3356	0.20%	1,000.00
Bartt Warner	212,580.54	212,580.54	212.5805	0.0000	0.00%	212.5805	0.24%	212.5805	0.20%	1,000.00
Zach Sadau	132,260.86	132,260.86	132.2609	0.0000	0.00%	132.2609	0.15%	132.2609	0.12%	1,000.00
Nicole Montanaro	59,517.39	59,517.39	59.5174	0.0000	0.00%	59.5174	0.07%	59.5174	0.05%	1,000.00
Carlos Flores Rodriguez	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Holden Godat	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Joel Gomez	107,557.29	107,557.29	107.5573	0.0000	0.00%	107.5573	0.12%	107.5573	0.10%	1,000.00
Grant Rybak	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Unallocated	0.00	0.00	0.0000	21,800.0000	100.00%	0.0000	0.00%	21,800.0000	20.00%	1,000.00
Total	87,200,000.00	87,200,000.00	87,200.0000	21,800.0000	100.00%	87,200.0000	100.0%	109,000.0000	100.00%	

COUNTY OF NASSAU

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

1. Name of the Entity: VMG Health

Address: 2515 McKinney Ave, Suite 1500

City: Dallas State/Province/Territory: TX Zip/Postal Code: 75201

Country: US

2. Entity's Vendor Identification Number: 47-5118322

3. Type of Business: Other (specify) LLC (Limited Liability Corporation) Tax as a Partnership

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	<u>Greg</u>		
Last Name	<u>Koonsman</u>		
MI	<u></u>	Suffix	<u></u>
Address	<u>2515 McKinney Ave, Suite 1500</u>		
City	<u>Dallas</u>	State/Province/Territory:	<u>TX</u> Zip/Postal Code: <u>75201</u>
Country	<u>US</u>		
Position	<u>Founder and CEO</u>		

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.

1 File(s) uploaded NCP VMG Holdings LLC Cap Table 20201123.pdf

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.

None.

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):

None.

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

None.

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

None.

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:

Greg Koonsman [GREG.KOONSMAN@VMGHEALTH.COM]

Dated: 10/20/2021 03:28:19 PM

Title: Founder and CEO

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.

Pro Forma Equity Capitalization

Summary of Units

Class A Units Outstanding at Close	87,200.0000
Total Class B Units	21,800.0000
Class B Units % of fully diluted equity	20.0000%
Overall Units (Fully diluted)	109,000.0000
Percentage Class A	100.00%
FMV per Unit at Close	\$1,000.00

Unitholder	Class A Amount (\$)	Total Amount (\$)	Number of Units (Class A Units)	Number of Units (Class B Units)	% of Class B Units (Allocated at Close)	Total Units (excl. Class B Units)	Units (%) (excl. Class B Units)	Total Units (incl. Class B Units)	Units (%) (incl. Class B Units)	FMV per Unit
Northlane Capital Partners II LP	46,200,000.00	46,200,000.00	46,200.0000	0.0000	0.00%	46,200.0000	52.98%	46,200.0000	42.39%	1,000.00
Independence Partners VI, LLC	500,000.00	500,000.00	500.0000	0.0000	0.00%	500.0000	0.57%	500.0000	0.46%	1,000.00
Greg Koonsman	9,977,355.57	9,977,355.57	9,977.3556	0.0000	0.00%	9,977.3556	11.44%	9,977.3556	9.15%	1,000.00
Todd Sorensen	2,895,047.84	2,895,047.84	2,895.0478	0.0000	0.00%	2,895.0478	3.32%	2,895.0478	2.66%	1,000.00
Vince Kickirillo	2,927,059.43	2,927,059.43	2,927.0594	0.0000	0.00%	2,927.0594	3.36%	2,927.0594	2.69%	1,000.00
Stephan Peron	2,279,693.05	2,279,693.05	2,279.6931	0.0000	0.00%	2,279.6931	2.61%	2,279.6931	2.09%	1,000.00
Jen Johnson	2,899,749.98	2,899,749.98	2,899.7500	0.0000	0.00%	2,899.7500	3.33%	2,899.7500	2.66%	1,000.00
Kevin McDonough	2,252,500.82	2,252,500.82	2,252.5008	0.0000	0.00%	2,252.5008	2.58%	2,252.5008	2.07%	1,000.00
John Trabold	385,343.96	385,343.96	385.3440	0.0000	0.00%	385.3440	0.44%	385.3440	0.35%	1,000.00
Aaron Murski	2,427,522.31	2,427,522.31	2,427.5223	0.0000	0.00%	2,427.5223	2.78%	2,427.5223	2.23%	1,000.00
Jonathan Helm	1,530,598.22	1,530,598.22	1,530.5982	0.0000	0.00%	1,530.5982	1.76%	1,530.5982	1.40%	1,000.00
Thomas Warrington	1,321,835.48	1,321,835.48	1,321.8355	0.0000	0.00%	1,321.8355	1.52%	1,321.8355	1.21%	1,000.00
Colin McDermott	1,283,197.77	1,283,197.77	1,283.1978	0.0000	0.00%	1,283.1978	1.47%	1,283.1978	1.18%	1,000.00
Don Barbo	734,106.76	734,106.76	734.1068	0.0000	0.00%	734.1068	0.84%	734.1068	0.67%	1,000.00
Clinton Flume	979,670.98	979,670.98	979.6710	0.0000	0.00%	979.6710	1.12%	979.6710	0.90%	1,000.00
Chance Sherer	894,316.03	894,316.03	894.3160	0.0000	0.00%	894.3160	1.03%	894.3160	0.82%	1,000.00
Ben Ulrich	1,072,006.90	1,072,006.90	1,072.0069	0.0000	0.00%	1,072.0069	1.23%	1,072.0069	0.98%	1,000.00
Colin Park	557,489.92	557,489.92	557.4899	0.0000	0.00%	557.4899	0.64%	557.4899	0.51%	1,000.00
Frank Fehribach	303,724.08	303,724.08	303.7241	0.0000	0.00%	303.7241	0.35%	303.7241	0.28%	1,000.00
Nick Shannon	531,257.83	531,257.83	531.2578	0.0000	0.00%	531.2578	0.61%	531.2578	0.49%	1,000.00
Stephen Schulte	543,434.41	543,434.41	543.4344	0.0000	0.00%	543.4344	0.62%	543.4344	0.50%	1,000.00
Victor McConnell	749,113.61	749,113.61	749.1136	0.0000	0.00%	749.1136	0.86%	749.1136	0.69%	1,000.00
Robert Chapel	777,001.30	777,001.30	777.0013	0.0000	0.00%	777.0013	0.89%	777.0013	0.71%	1,000.00
Doug Hillrichs	369,023.37	369,023.37	369.0234	0.0000	0.00%	369.0234	0.42%	369.0234	0.34%	1,000.00
William Teague	450,584.05	450,584.05	450.5841	0.0000	0.00%	450.5841	0.52%	450.5841	0.41%	1,000.00
John Meindl	280,919.08	280,919.08	280.9191	0.0000	0.00%	280.9191	0.32%	280.9191	0.26%	1,000.00
Cynthia Carr	476,181.36	476,181.36	476.1814	0.0000	0.00%	476.1814	0.55%	476.1814	0.44%	1,000.00
Larry Snyder	210,920.40	210,920.40	210.9204	0.0000	0.00%	210.9204	0.24%	210.9204	0.19%	1,000.00
Taryn Nasr	130,833.02	130,833.02	130.8330	0.0000	0.00%	130.8330	0.15%	130.8330	0.12%	1,000.00
David LaMonte	80,000.00	80,000.00	80.0000	0.0000	0.00%	80.0000	0.09%	80.0000	0.07%	1,000.00
Nick Taglioli	131,587.53	131,587.53	131.5875	0.0000	0.00%	131.5875	0.15%	131.5875	0.12%	1,000.00
Matt McKenzie	213,335.55	213,335.55	213.3356	0.0000	0.00%	213.3356	0.24%	213.3356	0.20%	1,000.00
Bartt Warner	212,580.54	212,580.54	212.5805	0.0000	0.00%	212.5805	0.24%	212.5805	0.20%	1,000.00
Zach Sadau	132,260.86	132,260.86	132.2609	0.0000	0.00%	132.2609	0.15%	132.2609	0.12%	1,000.00
Nicole Montanaro	59,517.39	59,517.39	59.5174	0.0000	0.00%	59.5174	0.07%	59.5174	0.05%	1,000.00
Carlos Flores Rodriguez	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Holden Godat	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Joel Gomez	107,557.29	107,557.29	107.5573	0.0000	0.00%	107.5573	0.12%	107.5573	0.10%	1,000.00
Grant Rybak	107,557.77	107,557.77	107.5578	0.0000	0.00%	107.5578	0.12%	107.5578	0.10%	1,000.00
Unallocated	0.00	0.00	0.0000	21,800.0000	100.00%	0.0000	0.00%	21,800.0000	20.00%	1,000.00
Total	87,200,000.00	87,200,000.00	87,200.0000	21,800.0000	100.00%	87,200.0000	100.0%	109,000.0000	100.00%	

Hon. Jack Schnirman
County Comptroller



OFFICE OF THE NASSAU COUNTY COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386 Fax: (516) 571-5900
nccomptroller@nassaucountyny.gov

TO: Robert Cleary, Chief Procurement and Compliance Officer
Adenike Bamgboye, Deputy Chief Procurement Officer
Parveen Arjune, Assistant Deputy Chief Procurement

FROM: Sergio Blanco, Senior Counsel

DATE: October 5, 2021

SUBJECT: Delay Memo – VMG Health

This memorandum is submitted as a “delay memo” with respect to the above-mentioned contract. When our Office initiated this contract process, we had been optimistic that contract services would commence on April 1, 2021. As such, we quickly commenced correspondence with the proposed vendor (“Vendor”) to discuss disclosure form requirements, as well as the agreement and execution of a contract pursuant to the terms and conditions in the associated procurement documents. While contract negotiations went somewhat longer than anticipated, we agreed to terms with the Vendor who executed the contract on June 29, 2021. Subsequently, at the request of the Office of the County Attorney some minor modifications to the contract were made and agreed to by the proposed vendor who executed the updated contract on October 4, 2021.

Thereafter as the Vendor worked on disclosure forms, the County requested additional clarification with respect to a few of the aforementioned forms, such as the Principal Questionnaire Form only identifying 10% ownership, so in order to provide greater clarity, the vendor provided documentation as to the ownership structure which was then attached to updated forms. This process was finally completed on September 29, 2021. Upon confirmation that the forms were completed, the contract package was updated and submitted for all requisite County approvals.

I trust this sufficiently explains the reason for the delay. In addition, please note that despite the stated term in the contract, no services have been, or will be performed under this proposed contract until all necessary approvals are received. Thank you and please do not hesitate to contact me if you have any questions.

A handwritten signature in black ink, appearing to be "Sergio Blanco", written over a horizontal line.

Sergio Blanco