



Certified: --

E-93-23

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JULY 10, 2023 3:56PM

NIFS ID: CQPK23000019

Capital:

Contract ID #: CQPK23000019

NIFS Entry Date: 06/07/2023

Department: Parks

Service: Concerts and summer entertainment

Term: from 06/01/2023 to 09/30/2023

Contract Delayed: X

Slip Type: New		
CRP:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	No
2) Comptroller Approval Form Attached:	Yes
3) CSEA Agmt. & 32 Compliance Attached:	No
4) Significant Adverse Information Identified? (if yes, attach memo):	No
5) Insurance Required:	Yes

Vendor/Municipality Info:	
Name: NYU Langone Hospitals	ID#: 133971298
Main Address: 550 First Avenue New York, NY 10016	
Main Contact: Christine Beeby	
Main Phone: (917) 587-9072	

Department:
Contact Name: Darcy Belyea
Address: Administration Bldg. Eisenhower Park E. Meadow, NY 11554
Phone: (516) 572-0272
Email: ContractRoutingParks@nassaucountyny.gov

Contract Summary

<p>Purpose: The County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor (Title Sponsorship) for the Summer Concerts and Movies Series for 2023. The County hereby grants to Sponsor the right to identify itself as the Official Sponsor of the Summer Concert and Movie Series in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. In consideration of the Title Sponsorship rights granted, Sponsor agrees to pay to the County a sponsorship fee of \$300,000.00. The fee will be accepted on an incremental basis until all payments have been received.</p>
<p>Method of Procurement: Sponsorship Agreement</p>
<p>Procurement History: Sponsorship Agreement</p>
<p>Description of General Provisions: The County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor (Title Sponsorship) for the Summer Concerts and Movies Series for 2023. The County hereby grants to Sponsor the right</p>

to identify itself as the Official Sponsor of the Summer Concert and Movie Series in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. In consideration of the Title Sponsorship rights granted, Sponsor agrees to pay to the County a sponsorship fee of \$300,000.00. The fee will be accepted on an incremental basis until all payments have been received.

Impact on Funding / Price Analysis: None – Revenue Contract – PKGEN3110de500 - \$300,000.00

Change in Contract from Prior Procurement: n/a

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	30	3110	DE	PKGGEN3110	DE500	PKGGEN3110 DE500	01	\$0.01
						TOTAL	\$0.01	

Additional Info	
Blanket Encumbrance	
Transaction	
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	X
County	\$0.01
Federal	\$0.00
State	\$0.00
Capital	\$0.00
Other	\$0.00
Total	\$0.01

Routing Slip

Department			
NIFS Entry	Patti Buffolino	06/14/2023 12:46PM	Approved
NIFS Final Approval	Linda Barker	06/14/2023 02:43PM	Approved
Final Approval	Linda Barker	06/14/2023 02:43PM	Approved
County Attorney			
Approval as to Form	Thomas Montefinise	06/16/2023 10:30AM	Approved
RE & Insurance Verification	Andrew Amato	06/15/2023 08:48AM	Approved
NIFS Approval	Mary Nori	06/19/2023 10:18AM	Approved
Final Approval	Mary Nori	06/19/2023 10:18AM	Approved
OMB			
NIFS Approval	Elizabeth Valerio	06/14/2023 03:50PM	Approved
NIFA Approval	Irfan Qureshi	06/14/2023 04:03PM	Approved
Final Approval	Irfan Qureshi	06/14/2023 04:03PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	06/19/2023 11:11AM	Approved
DCE Compliance Approval	Robert Cleary	07/07/2023 12:53PM	Approved
Vertical DCE Approval	Arthur Walsh	07/10/2023 02:08PM	Approved
Final Approval	Arthur Walsh	07/10/2023 02:08PM	Approved
Legislative Affairs Review			
Final Approval	Eleftherios Sempepos	07/10/2023 03:31PM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2023

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A SPONSORSHIP AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PARKS, RECREATION, & MUSEUMS, AND NYU LANGONE HEALTH.

WHEREAS, the County negotiated a sponsorship agreement with NYU Langone Health to promote the Nassau County's Summer Concerts and Movies Series for 2023, 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 NYU Langone Health.

Redacted
COPY

SPONSORSHIP, USE AND OCCUPANCY AGREEMENT

THIS AGREEMENT and the Rider (this "Agreement") made and entered as of the date on which this Agreement is last executed by the parties hereto by and between the County of Nassau, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Parks, Recreation & Museums, having its principal office at Administration Building, Eisenhower Park, East Meadow, NY 11554 (the "Department"), and NYU Langone Health, comprised of NYU Langone Hospitals, a New York not-for profit corporation, and New York University, on behalf of its NYU Grossman School of Medicine and NYU Long Island School of Medicine, Located at 550 First Avenue - HCC 15, New York, NY, United States, 10016 (the "Sponsor" and/or "Permittee" or "NYU LANGONE").

WITNESSETH:

WHEREAS, the County is desirous of seeking a sponsor for the Department's Summer Concert Series at the Lakeside Theatre in Eisenhower Park in East Meadow, New York;

WHEREAS, the Sponsor is desirous of using, occupying certain County Park property and, advertising, promoting and marketing the Department's Summer Concert and Movie Series and its company; and

WHEREAS, Sponsor and the County are desirous of entering into an agreement pursuant to which Sponsor shall be the Title Sponsor of the Summer Concert and Movies Series (the "Event(s)", including using, occupying certain County Park property and, advertising, promoting and marketing;

WHEREAS, the use and occupancy of the Premises, according to the limitations and restrictions described herein, and agreed to by Permittee, will not interfere with the use of the Premises and/or Park Property and facilities by the public or by the agents, servants and/or employees of the County;

WHEREAS, Permittee is willing to abide by and carry out the conditions and regulations of this Permit which shall not be considered a lease, but merely a license, revocable on notice; and

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

1. The Event(s). The Event(s) includes the County's concerts and summer entertainment series during the months of June, July, August, and September in the year 2023 (the "Event(s)"). An outline of the proposed schedule for 2023 is attached as Appendix A. Appendix A schedule may be subject to change based on weather events, and at the sole discretion of the County.
 - a. Excluded Events: The TD Bank's Celebrate America Fireworks and Show / Winner of Battle of Bands and Grucci World Class Fireworks Show on July 1, 2023

with a rain date of July 2, 2023 is not included in the definition of Event(s) covered under this Agreement. Department reserves the right to add future events to Appendix A. It will be the sole discretion of the Department whether such events are covered under this agreement.

2. **Term.** This Agreement shall commence on June 1, 2023, subject to the mutual execution by the Parties of this Agreement, and terminate on September 30, 2023, unless sooner terminated in accordance with the provisions of this Agreement.
3. **Title Sponsorship.** Subject to the terms and conditions set forth herein, the County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor ("Title Sponsorship") for the Summer Concerts and Movies Series for 2023, with the exception of the TD Bank's Celebrate America Fireworks and Show / Winner of Battle of Bands and Grucci World Class Fireworks Show on July 1, 2023 with a rain date of July 2, 2023. The County hereby grants to Sponsor the right to identify itself as the "Official Sponsor of the Summer Concert and Movie Series" in marketing and public facing collateral through all forms of media as the Title Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. Sponsor's signage shall be removed for the TD Bank's Celebrate America Fireworks and Show / Winner of Battle of Bands and Grucci World Class Fireworks Show on July 1, 2023 and July 2, 2023 and immediately put back in place in time for the next July event at Lakeside Theatre.
4. **Sponsorship Fee.** In consideration of the Title Sponsorship rights granted hereunder, Sponsor agrees to pay to the County a sponsorship fee of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS**. Payment of the sponsorship fee of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS** will be accepted on an incremental basis until all payments have been received. All payments must be made payable to: "The Treasurer of Nassau County". The payment shall be made promptly and in full no later than forty-five (45) days from the effective date.
5. **Sponsorship Rights and Obligations.**

(a) **Sponsor Obligations.** In addition to the sponsorship fees, Sponsor agrees to provide, at its own cost and expense, the following:

(i) A promotional campaign to encourage participation in the Event(s). Sponsor will work with the County to create all necessary promotional items including but not limited to, banners, flags and signage that promotes the Event(s).

(ii) The occasional use of Sponsor's public relations and advertising companies to help promote the Event(s).

(b) **Sponsor Rights.**

(i) In all advertising and promotional materials, including those disseminated through print and electronic (audio and/or visual) media, the title of the Event(s) shall be "NYU

LANGONE HEALTH - Official Sponsor of the Nassau County Summer Concert Series & Movies". Sponsor's name and logo shall be featured in all print advertising and promotional materials in a size equal to that of "the Nassau County Summer Concert and Movies Series". Such materials may include stationary, passes, posters, credentials, Event(s) literature, press releases and the County or Event(s) website.

(ii) The Sponsor's name and logo (where applicable) will be prominently featured on print, radio, television and outdoor advertising for the Event(s) within the control of the County.

(iii) The Sponsor will be prominently featured on Event(s) signage including Branding behind stage, side stage and on fencing (where applicable), to be provided by the County with the design approval by NYU LANGONE.

(iv.) The Sponsor will be permitted to set up an activation tent at a location designated at the sole discretion of the Department on each Event date and interact with attendees. Option of on-stage introduction at each event of an NYU LANGONE Representative.

(v.) The Sponsor will be permitted use and occupancy access to a storage shed, designated by the Department, located at Eisenhower Park to keep giveaways on-site for entirety of summer series. Access to the storage shed will be subject to hours of park operation and subject to restrictions reasonably deemed necessary to comply with health, safety, and park policy.

6. Promotions.

(a) The Sponsor will be promoted at all pre-Event(s) festivities.

(b) The Sponsor may provide, in its own discretion, giveaways such as coupons or product (the "Sponsor Giveaways") and promotional Sponsor materials ("Sponsor Materials") to be distributed by the County or Sponsor at the Event(s). Upon the expiration or termination of this Agreement, all undistributed Sponsor Giveaways or Sponsor Materials will be immediately returned to the Sponsor.

7. County Obligations and Rights.

(a) County Obligations - As it pertains to the parties to this Agreement, the County shall be obligated, either directly or through an authorized representative, for all promotional aspects of the Event(s), and for arranging all operational aspects of the Event(s), including but not limited to, the set-up of the Event(s), providing security and personnel to manage the Event(s), and managing communications with the media, if any.

(i) The County shall use reasonable efforts to promote the Title Sponsorship. The County shall at all times portray the Sponsor in a positive manner.

(b) County's Rights

(i) The County shall have the sole right to manage the Event(s), consistent with the obligations of managing similar concert and movie events. The County shall have the sole right to design the website; select media and publicity outlets; and merchandise, materials and giveaways, all consistent with the sponsorship guidelines set forth in Section 9.

(ii) Notwithstanding any provisions to the contrary in this Agreement, the County shall have the absolute right to employ an independent contractor (the "Contractor") to act on its behalf respecting all obligations of the County under the terms of this Agreement. In the event the Contractor fails to satisfactorily perform its obligations, the Sponsor's only cause of action will be against the Contractor and not the County.

8. Ownership Rights, Licenses and Limitations.

(a) Each party or its licensor shall retain all rights, title and interest in all of the information, content, data, designs, materials and copyrights, trademark rights and other proprietary rights thereto provided to the other party pursuant to this Agreement. Except as expressly provided herein, no other right or license with respect to any copyrights, trademark rights or other proprietary rights is granted under this Agreement. All rights not expressly granted hereunder by a party are reserved to such party, its licensors, and information or content providers.

(b) Each party ("Owner") hereby grants to the other party ("Licensee") a non-exclusive, non-transferrable, royalty free license to use and reproduce the Owner's name, logo, service marks and trademarks ("Marks"), as such Marks may be amended by the Owner from time to time, as may be necessary for the parties to perform their obligations under this Agreement. Each Licensee agrees that all use of the Owner's Marks shall be of high standard and of such style, appearance and quality as is consistent with the image of the Owner's use of the Marks. All use of the Owner's Marks and the goodwill generated thereby shall inure to the benefit of Owner. Each Licensee hereby acknowledges the Owner's rights and interests in the Owner's Marks and agrees not to claim any right, title or interest in such Marks, or at any time challenge or attach Owner's rights in such marks for any reason whatsoever.

9. **Approval by Sponsor.** The Sponsor shall, in consultation with the County, provide written guidelines regarding logo design and placement. The County agrees that all artwork or copy to be used on merchandising, advertising or promotional materials featuring the Sponsor's name and logo shall be consistent with such guidelines and be submitted to Sponsor or its designated representative for approval at least five (5) days prior to production or manufacture of such materials. However, choices of fabrics, colors, vendors, giveaway materials, written materials, website and registrations forms and other ancillary matters shall be determined by the County, consistent with the written guidelines regarding logo design and placement. If the Sponsor does not approve of such artwork, the Sponsor shall provide specific written notice of disapproval within three (3) days following the receipt thereof. If such notice is not received within said three (3) day period, such artwork or copy shall be deemed approved. The Sponsor may not use any County logos, seals, trademarks, copyrights, phrases, or other intellectual property without prior written consent of the County for each separate use of the same.

10. **Representations and Warranties.** Each party represents and warrants that (a) it has the full right and authority to enter into this Agreement and fully perform its obligations hereunder; (b) it has the full right and authority to grant the license to use the Marks pursuant to the terms and requirements set forth herein; and (c) the execution and delivery of this Agreement and the performance of its obligations hereunder will not violate or conflict with any other agreement to which it is a party or violate or infringe upon the rights of any third party.

11. **Title Sponsorship Exclusivity.** The County warrant that there will be no commercial sponsor featured in the title of the Event(s) other than the Sponsor. However, the County, in its sole discretion, shall be entitled to obtain additional sponsors, provided that "presented by" and the name of such presenting sponsor(s) shall appear in a type face or print no larger than one-half the size of the type face or print of the Title sponsor.

12. **Assignment; Amendment; Waiver; Subcontracting/Subsponsorship.** 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 other party, and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The Sponsor may not enter into or sell any sub-sponsorship to any third party. Neither this Agreement nor the conduct of the Parties under this Agreement shall in any event be construed to grant an interest in a leasehold interest, easement, interest or other real property of any kind in any County Property, real or personal. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

13. **Termination.** (a) **Generally.** This Agreement may be terminated by the either party (i) for any reason upon forty-five (45) days written notice to the non-terminating party, (ii) for "Cause" immediately upon the receipt by the non-terminating party of written notice of termination, (iii) upon mutual written Agreement of the County and the Sponsor, 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. Termination by Sponsor under this subsection shall be effected by the Sponsor delivering to the commissioner or other head of the Department (the "Commissioner"), at least thirty (30) days prior to the termination date (or a shorter period if thirty days' notice is impossible), a notice stating (i) that the party 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 party's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Bureau Chief of Municipal Transaction, and the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner. Termination by the parties shall be effected in accordance with Section 14.

14. **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 the County, 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) if to the County notices shall be sent to (i) the attention of the Commissioner of Parks at the Administration Building, Eisenhower Park, East Meadow, NY 11554, (ii) the attention of the Bureau Chief of Municipal Transaction at the Office of the County Attorney, located at 1 West Street, Mineola, NY 11501, and (iii) the attention of the Applicable DCE located at 1550 Franklin Ave, Mineola, NY 11501, and (e) if to the Sponsor, to the attention of the person who executed this Agreement on behalf of the Sponsor at the address specified above for the Sponsor, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

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

(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.

17. **Indemnification:** (a) The Sponsor shall be responsible for and shall indemnify and hold harmless the County and its officers, employees, agents, volunteers and representatives from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any negligent acts or omissions of the Sponsor or its officers, employees, agents, volunteers and agents/representatives with respect to any and all claims arising from this agreement, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

(b) The County shall be responsible for and shall indemnify and hold harmless Sponsor and its officers, employees, agents, volunteers and representatives from and against all liability, costs, expenses (including, without limitation, attorneys' fees and disbursement) and losses arising out of or in connection with any negligent acts or omissions of the County or its officers, employees, agents, volunteers and agents/representatives with respect to any and all claims arising from the Summer Concert and Movie Series events, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same.

20. **Compliance with Laws.** Each party, at its sole cost and expense, shall comply with all applicable laws, codes, ordinances and regulations of federal, state, county and municipal authorities and any other governmental entity with jurisdiction, including, conflicts of interest, human rights, a living wage, disclosure of information, and vendor registration (collectively, "Applicable Law"), and all applicable requirements of all insurance carriers who hold any risk with respect to the each party's officers, employees, agents, or representatives. The Sponsor is bound by and shall comply with the terms of Appendix EE attached hereto, if applicable. Each party shall comply with the other's vendor registration protocol. Each party shall not use any of the Event location(s) for any purpose or in any manner that violates Applicable Law.

21. **Disclosure of Conflicts of Interest.** In accordance with County Executive Order 2-2018, the Permittee 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 Permittee 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 Permittee shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

22. **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" its officials, employees, volunteers, agents, volunteers and representatives as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) workers' 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. A waiver of subrogation is granted in favor of the County of Nassau.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractors pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State maintains an A.M. Best rating of at least A- 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 Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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.

23. Vendor Code of Ethics. By executing this Agreement, the Permittee hereby certifies and covenants that:

- a. The Permittee 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;
- b. All of the Permittee'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;
- c. All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- d. The Permittee 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;
- e. The Permittee 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 Permittee is required to retain other records pertinent to performance under this Agreement;
- f. The Permittee has obtained the certifications required by the Vendor Code of Ethics from any subPermittees or other lower tier participants who have participated in procurements for work performed under this Agreement; and

- g. The Permittee shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. Including but not limited to, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," which governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts (See Appendix "EE" attached hereto.)
- h. Minimum Service Standards. Regardless of whether required by Law:
- i. The Permittee shall conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.
- j. The Permittee shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Permittee operates.
- k. The Permittee shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Permittee Agents to obtain and maintain, all approvals, permits, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

24. **Record Retention and Access.** To the extent required by law, until the expiration of four years after the furnishing of the Services which are the subject matter of this Agreement, The County shall, upon request, make available to the United States Department of Health and Human Services, the United States Comptroller General and their representatives (collectively, "HHS") this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the costs incurred by SPONSOR. If The County provides such Services through a subcontract or consulting agreement worth \$10,000 or more over a twelve-month period, the subcontract or consulting agreement shall also contain a clause permitting access by the HHS to the books and records of the subcontractor. The County shall give SPONSOR notice of any request made directly by HHS upon The County.

25. **Executory Clause.** Notwithstanding any other provision of this Agreement, no Party shall have any liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all approvals have been obtained, including, if required, approval by the COUNTY Legislature, and (ii) this Agreement has been executed by the County Executive, or his or her designee.

26. **Counterpart Execution.** This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered (by facsimile, electronic mail or otherwise) to the other party, it being understood that all parties need not sign the same counterpart. Any counterpart or other signature hereunder delivered by facsimile or electronic transmission, such as by e-mail or delivered in PDF format, shall be deemed for all purposes as constituting good and valid execution and delivery of this Agreement by such party and any copy of this Agreement bearing a facsimile signature shall be as effective and enforceable as if in original form and bearing original signatures.

27. **No Liens.** Permittee shall not at any time cause or permit any lien or encumbrance of any kind to affect the Property. If any mechanics' lien is filed or claim of lien made for work or

materials furnished to the Property through or under Permittee, Permittee shall, at its expense, cause the lien or claim to be discharged within fifteen (15) days thereafter. If Permittee does not timely cause such lien or claim to be discharged, COUNTY may discharge the lien or claim, and the amount paid, as well as attorneys' fees and other expenses incurred by COUNTY, shall be due and payable by Permittee on demand. COUNTY shall have no duty to investigate or evaluate the validity or merit of such lien or claim before discharging it, and the ultimate validity, invalidity or merit of such lien or claim shall have no effect on Permittee's obligation to pay COUNTY's costs and expenses of discharging the same.

28. **No Employment Relationship.** Nothing in this Agreement shall create an employment relationship, agency relationship, joint venture, partnership agreement between Permittee and the COUNTY. No Permittee employee shall be deemed nor hold him/herself out as an employee, servant or agent of the COUNTY or of the Department and shall not be entitled to any benefits from the COUNTY including but not limited to Worker's Compensation, sick or vacation leave, or health insurance.

29. **No Interest In Land.** Neither this Agreement nor the conduct of the Parties under this Agreement shall in any event be construed to grant Permittee a leasehold interest, easement interest or other real property interest of any kind in the Location or any other property of COUNTY.

30. **Revocation.** The COUNTY reserves the right, in the COUNTY's sole discretion, for any or no reason, to revoke and terminate this Permit (i) on demand, effective thirty (30) days after written notice is sent to Permittee, (ii) for "Cause" by COUNTY immediately upon receipt by Permittee of written notice of termination, (iii) upon mutual written agreement between the parties. Permittee expressly waives any and all claims for compensation, refund of investment, damages or any other payment in the event this Permit is terminated by the COUNTY sooner than the fixed term, pursuant to the provisions for revocation contained herein. As used in this Permit the word "Cause" includes: (i) a breach of this Permit; (ii) the failure to obtain and maintain in full force and effect all approvals and insurance coverage(s) required by the terms of this Permit.

31. **Repossession.** Permittee further represents that it has knowledge of the fact that the Premises are owned by the COUNTY and will be used for a public purpose and that repossession by the COUNTY of the Premises is essential to the orderly scheduling of work on the Premises or use by the COUNTY; that any delay in such work or use, may subject the COUNTY to substantial claims for damages, or adversely affect the COUNTY's use of same. The Permittee in consideration of its use of the Premises and of the benefits flowing to it from said permit hereby waives the requirements of personal service of the notice of the Writ of Assistance and covenants that in any action or proceeding brought by the COUNTY to recover possession of the Premises that the Permittee will not enter any answer and that he will not petition the Court having jurisdiction thereof for a stay of execution of the warrant issued in accordance with the final order in such action or proceeding.

32. **Alterations or Improvements.**

- a. Permittee shall make no alterations or improvements to the Premises, structural or non-structural, without the prior written consent of the COUNTY and the Department of Public Works.

33. **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.


34. **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.

35. **Event Cancellation(s).** If during the term of this Agreement, the County cancels any of the Event(s) named in Appendix A, the County shall use best efforts to reschedule the canceled Event(s). Any portion of funds not spent on the canceled Event(s) shall be used toward any future Event(s) at the sole discretion of the Department.

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

NYULANGONE

By: 
Name: Jacquelyn Morris
Title: VP Supply Chain
Date: June 7, 2023

COUNTY OF NASSAU

By: _____
Name: _____
Title: _____
Date: _____

STATE OF NEW YORK
COUNTY OF New York)ss:

On the 7th day of June in the year 2023 before me personally came Jacquelyn Marcus to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the Vice President, Senior Counsel NYU Langone Health, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC TONI FERGUSON
TONI MARIE FERGUSON
Notary Public - State of New York
No. D1FE6404661
Qualified in Kings County
My Commission Expires Feb. 24, 2024

STATE OF NEW YORK
COUNTY OF NASSAU)ss:

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

NOTARY PUBLIC

APPENDIX A
SUMMER CONCERTS & MOVIES 2023

JUNE

- **Saturday, June 3, 6-8pm, Lakeside Theatre**
 - Indian American Night
- **Sunday, June 4th, 8-10pm, Lakeside Theatre**
 - Freestyle Show with Judy Torres and Somethin Fresh
- **Wednesday, June 7th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Bob Damato
- **Sunday, June 11th, Lakeside Theatre**
 - Israeli Fest: 3-6pm; Harel Skaat from 6:30-8:30pm
- **Monday, June 12th, 4-5:30pm, Lakeside Theatre**
 - Senior Afternoon Concert featuring Vinnie Medugno & the Chiclettes
- **Wednesday, June 14th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Johnny Avino
- **Thursday, June 15th, Lakeside Theatre**
 - Juneteenth Celebration with CL Smooth & Nice and Smooth
- **Saturday, June 17th, 8-10pm, Lakeside Theatre**
 - E-Street Shuffle
- **Wednesday, June 21st, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Risky Business
- **Wednesday, June 21 – 7-9pm, Lakeside Theatre**
 - German American Night
- **Thursday, June 22nd, 6:45-10pm, Lakeside Theatre**
 - Southside Johnny and the Asbury Jukes with Antigone Rising
- **Friday, June 23rd, 8-10pm, Lakeside Theatre**
 - Gospel Night with The Brown Boys and Gospel Choir
- **Saturday, June 24th, 8-10pm, Lakeside Theatre**
 - Radio Flashback
- **Monday, June 26th, 7-8:30pm, Chelsea Mansion Concert**
 - The Daytrippers
- **Tuesday, June 27th, 7-8:30pm, Wantagh Park Concert**
 - Misty Mountain
- **Wednesday, June 28th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Tangerine

- **Wednesday, June 28, 8-10pm, Lakeside Theatre**
 - Greek American Night
- **Thursday, June 29th, 8-10pm, Lakeside Theatre**
 - Leon Petruzzi Jazz Band

JULY

- **Saturday, July 1st, 7-10pm, Lakeside Theatre**
 - TD Bank's Celebrate America Fireworks and Show / Winner of Battle of Bands and Grucci World Class Fireworks Show
- **Sunday, July 2nd**
 - Fireworks Rain Date
- **Monday, July 3, 8-10pm, Lakeside Theatre**
 - Creole American Night
- **Wednesday, July 5th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Cathy Santaniello
- **Wednesday, July 5th, Lakeside Movie, starts at dusk**
 - "Paws of Fury: The Legend of Hank"
- **Thursday, July 6th, 7-10pm, Lakeside Theatre**
 - "Rent" presented by Plaza Productions
- **Friday, July 7th, 8-10pm, Lakeside Theatre**
 - Nassau Pops
- **Saturday, July 8th, 8-10pm, Lakeside Theatre**
 - Boyz II Men with gospel choir opener
- **Sunday, July 9, 8-10pm, Lakeside Theatre**
 - Midtown Men (Jersey Boys Tribute)
- **Monday, July 10th, Lakeside Theatre**
 - Senior Afternoon Concert featuring classics of the Fifties & Sixties
- **Tuesday, July 11th, Cedar Creek Park Movie, starts at dusk**
 - "Frozen"
- **Wednesday, July 12th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Blue Angel
- **Wednesday, July 12th, Lakeside Movie, starts at dusk**
 - "The Bad Guys"
- **Thursday, July 13, 8-10pm, Lakeside Theatre**
 - 45 RPM

- **Friday, July 14, 8-10pm, Lakeside Theatre**
 - Desert Highway
- **Saturday, July 15, 8-10pm, Lakeside Theatre**
 - Chinese American Night
- **Sunday, July 16, 3:30-10pm, Lakeside Theatre**
 - Harry Chapin Day
- **Monday, July 17, Chelsea Mansion Movie, starts at dusk**
 - "Untouchables"
- **Tuesday, July 18, 7-8:15pm, Grant Park Concert**
 - Ricky Roche
- **Tuesday, July 18, North Woodmere Movie, starts at dusk**
 - "Toy Story"
- **Wednesday, July 19th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Dennis Dell
- **Wednesday, July 19th, Lakeside Movie, starts at dusk**
 - "DC League of Superpets"
- **Friday, July 21, 8-10pm, Lakeside Theatre**
 - LaMar Peters (Elvis Tribute) & Beyond Fab (Beatles Tribute)
- **Saturday, July 22, 8-10pm, Lakeside Theatre**
 - Lords of 52nd St. with Troy Ramey
- **Sunday, July 23, 8-10pm, Lakeside Theatre**
 - Neil Berg's 100 Years of Broadway
- **Monday, July 24, Chelsea Mansion Movie, starts at dusk**
 - "Goldfinger"
- **Tuesday, July 25, Cedar Creek Movie, starts at dusk**
 - "Onward"
- **Wednesday, July 26th, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Joey and the Paradons
- **Wednesday, July 26th, Lakeside Movie, starts at dusk**
 - "Lyle, Lyle Crocodile"
- **Thursday, July 27, 8-10pm, Lakeside Theatre**
 - Eli Young Band
- **Friday, July 28, 7:30-10pm, Lakeside Theatre**
 - Dr. K Motown Revue and Chicken Head
- **Saturday, July 29, 8-10pm, Lakeside Theatre**

- Colombian American Night
- **Monday, July 31, Chelsea Mansion Movie, starts at dusk**
 - "Indiana Jones and the Last Crusade"

AUGUST

- **Tuesday, August 1, 7-8:30pm, Grant Park Concert**
 - Gathering Time
- **Tuesday, August 1, North Woodmere Movie, starts at dusk**
 - "Shrek"
- **Wednesday, August 2, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Stiletto and the Saxman
- **Wednesday, August 2, Lakeside Movie, starts at dusk**
 - "Family Camp"
- **Thursday, August 3, 8-10pm, Lakeside Theatre**
 - Salvadorian American Night
- **Friday, August 4, 8-10pm, Lakeside Theatre**
 - Face to Face
- **Saturday, August 5, 6:30-10pm, Lakeside Theatre**
 - Salute to Veterans featuring CCR Tribute and American Bombshells
- **Sunday, August 6, 6-8:30pm, Lakeside Theatre**
 - Live Childrens Shows: Rainbow Fish and Willy Wonka Movie starting at dusk: "Minions: Rise of Gru"
- **Monday, August 7, 8-10pm, Lakeside Theatre**
 - Irish American Night
- **Tuesday, August 8, Cedar Creek Movie, starts at dusk**
 - Sonic the Hedgehog"
- **Wednesday, August 9, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with The Tercels
- **Wednesday, August 9th, Lakeside Movie, starts at dusk**
 - "Uncharted"
- **Thursday, August 10, 8-10pm, Lakeside Theatre**
 - Swingtime Big Band
- **Friday, August 11, 8-10pm, Lakeside Theatre**
 - Bangladeshi American Night
- **Saturday, August 12, 8-10pm, Lakeside Theatre**

- Half Step and Will Sing for Food
- **Sunday, August 13, 8-10pm, Lakeside Theatre**
 - Doo Wop Show
- **Monday, August 14, 4-5:30pm, Lakeside Theatre**
 - Senior Afternoon Concert – Classics of the Fifties and Sixties
- **Tuesday, August 15, North Woodmere Movie, starts at dusk**
 - “Shazam!”
- **Wednesday, August 16, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Eddie Van Buren
- **Wednesday, August 16th, Lakeside Movie, starts at dusk**
 - “Sonic the Hedgehog 2”
- **Thursday, August 17, 8-10pm, Lakeside Theatre**
 - Neil Diamond Experience
- **Friday, August 18, 8-10pm, Lakeside Theatre**
 - Disco Unlimited and France Joli
- **Saturday, August 19, 8-10pm, Lakeside Theatre**
 - Korean American Night
- **Sunday, August 20, 8-10pm, Lakeside Theatre**
 - Pakistani American Night
- **Monday, August 21, 7-8:30pm, Chelsea Mansion Concert**
 - Chamber Players International
- **Tuesday, August 22, 8-10pm, Lakeside Theatre**
 - Italian American Night
- **Wednesday, August 23, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with The Precisions
- **Wednesday, August 23, Lakeside Movie, starts at dusk**
 - “Shazam: Fury of the Gods”
- **Thursday, August 24, 8-10pm, Lakeside Theatre**
 - Ukrainian American Night
- **Saturday, August 26, 7-10pm, Lakeside Theatre**
 - Southern Rock Fest with Allmost Brothers, Freebird, Brothers & Friends
- **Sunday, August 27, 8-10pm, Lakeside Theatre**
 - Dominican American Night
- **Monday, August 28**

- *Senior Afternoon Concert raindate*
- **Tuesday, August 29, 7-8:30pm, Wantagh Park Concert**
 - Barometer Soup
- **Wednesday, August 30, 12-2pm, Eisenhower Park Field #1**
 - Noontime Concert with Mike D'Amore
- **Thursday, August 31, 8-10pm, Lakeside Theatre**
 - Turkish American Night
- **Sunday, September 3, 8-10pm, Lakeside Theatre**
 - Sugar Ray
- **Tuesday, September 11, 5-8:30pm, Lakeside Theatre**
 - 9-11 Remembrance with Christopher Macchio

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:

- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Contractors must notify and receive approval from the respective Department

Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best-Efforts Checklist.

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
 - b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
 - c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").
- (m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements 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, blueprints 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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

Dr. Robert I. Grossman (Name)

550 First Avenue, NY, NY (Address)

212-263-3269 (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 XX 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:

On January 22, 2021, NYU Langone Hospitals was issued a citation by OSHA for an
'other than serious' violation as a result of a single employee illness not being logged
on the Hospital's OSHA 300 log that OHSA determined met the general
recording criteria.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action XX 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:

From time to time over the last five years, NYU Langone Hospital employees have

filed complaints with the NLRB and the Occupational Health and Safety Commission.

However, other than as described above, there have been no other findings of violations
by any agency relating to these complaints.

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.

June , 2023

Dated

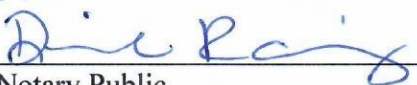

Signature

Annette Johnson

Executive Vice President and General Counsel

Sworn to before me this

20th day of June, 2023.


Notary Public





Nassau County Interim Finance Authority

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

1. Vendor: NYU Langone Hospitals

2. Amount requiring NIFA approval: \$0.01

Amount to be encumbered: \$0.01

Slip Type: 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: 06/01/2023 to 09/30/2023

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other
Federal %	0	
State %	0	
County %	100	

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

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

The County grants to Sponsor the exclusive Title Sponsorship and sole healthcare institution sponsor (Title Sponsorship) for the Summer Concerts and Movies Series for 2023. The County hereby grants to Sponsor the right to identify itself as the Official Sponsor of the Summer Concert and Movie Series in marketing and public facing collateral through all forms of media as the Title

Sponsor of the Event(s) and to be named in all Event(s) advertising, promotional material and signage. In consideration of the Title Sponsorship rights granted, Sponsor agrees to pay to the County a sponsorship fee of \$300,000.00. The fee will be accepted on an incremental basis until all payments have been received.

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

Nassau County Attorney as to form Yes

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	Posting Date	Amount Added in Prior 12 Months
-------------	--------------	---------------------------------

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

06/14/2023

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.

Elaine Phillips
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: NYU Langone Hospitals

CONTRACTOR ADDRESS: 550 First Ave, HCC 15, NY, NY 10016

FEDERAL TAX ID #: 133971298

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

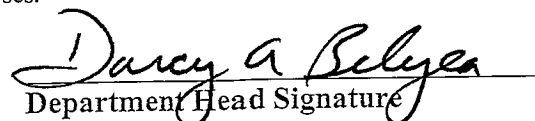
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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


Department Head Signature

6-13-23
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?

Curran for Nassau (ID# 14394)

Nassau County Republican Committee (ID# 1522)

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

Pietrina Scaraglino [PIETRINA.SCARAGLINO2@NYULANGONE.ORG]

Dated: 06/09/2023 04:50:27 pm

Vendor: NYU Langone Hospitals

Title: Deputy General Counsel and Assistant Secretary

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: Daniel J Widawsky
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US

Business Address: NYU Langone Hospitals, 550 First Ave. HCC 15
City: New York State/Province/Territory: NY Zip/Postal Code: 10016
Country: US
Telephone: 2122633092

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

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Chief Financial Officer	<u>07/16/2018</u>	Partner	_____
Vice President	_____		
(Other)	_____		

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

YES ☐ NO ☒ If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

Treasurer, Condo Corporation for Building located at [REDACTED] (residential condo)

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?

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, Daniel J Widawsky , 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, Daniel J Widawsky , 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.

NYU Langone Hospitals

Name of submitting business

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

Daniel J Widawsky DANIEL.WIDAWSKY@NYULANGONE.ORG

Executive Vice President, Vice Dean and Chief Financial Officer

Title

06/13/2023 04:56:03 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Robert I. Grossman
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US
Business Address: 550 First Avenue
City: New York State/Province/Territory: NY Zip/Postal Code: 10016
Country: US
Telephone: 2122633269
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	<u>07/01/2007</u>	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.

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?
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, Dr. Robert I. Grossman , 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, Dr. Robert I. Grossman , 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.

NYU Langone Hospitals

Name of submitting business

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

Dr. Robert I. Grossman ROBERT.GROSSMAN@NYULANGONE.ORG

Dean and CEO

Title

06/09/2023 12:45:02 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name: Annette B Johnson
Date of birth: [REDACTED]
Home address: [REDACTED]
City: [REDACTED] State/Province/Territory: NY Zip/Postal Code: [REDACTED]
Country: US
Business Address: NYU Langone Hospitals, 550 First Ave. HHC 15
City: New York State/Province/Territory: NY Zip/Postal Code: 10016
Country: US
Telephone: 2122637921
Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

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

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	<u>01/01/2007</u>
Chief Financial Officer	_____	Partner	_____
Vice President	_____		
(Other)	_____		

Type Other
Description Executive Vice President and General Counsel
Start Date 07/01/2007

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

President, [REDACTED] (residential coop corporation); Vice Chair, Hudson Link for Higher Education in Prison (501(C)(3) corporation

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?

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, Annette Johnson , 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, Annette Johnson , 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.

NYU Langone Hospitals

Name of submitting business

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

Annette Johnson ANNETTE.JOHNSON@NYULANGONE.ORG

Executive Vice President and General Counsel

Title

06/13/2023 02:01:22 pm

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: 06/09/2023

1) Proposer's Legal Name: NYU Langone Hospitals

2) Address of Place of Business: 550 First Avenue

City: New York State/Province/
Territory: NY Zip/Postal
Code: 10016

Country: US

3) Mailing Address (if different): N/A

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

Country: _____

Phone: _____

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

4) Dun and Bradstreet number: [REDACTED]

5) Federal I.D. Number: 13-3971298

6) The proposer is a: Other (Describe) NY not-for-profit hospital corporation.

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

YES [X] NO [] If yes, please provide details:

NYU Langone Hospitals operates as part of NYU Langone Health, an integrated academic medical center that includes NYU Grossman School of Medicine and NYU Long Island School of Medicine.

- 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:

NYU Langone Health System, a nonprofit corporation, is the sole member of NYU Langone Hospitals. New York University, a NY nonprofit education corporation, is the sole member of NYU Langone Health System.

- 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.

From time to time, NYU Langone Hospitals may be the subject of inquiries and investigations by federal and/or state regulatory agencies. Please see attached with respect to information related to [REDACTED].

1 File(s) uploaded: Nassau County Business History Form (NYU Langone Hospitals)(June 2023).docx

- 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.

NYU Langone Health has nearly 30,000 employees, and we do not maintain such information with respect to all of our employees. Nonetheless, we are unaware of any conflicts that NYU Langone Hospitals might have. If we become aware of any conflicts, NYU Langone Hospitals will notify Nassau County.

(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.

NYU Langone Health has nearly 30,000 employees, and we do not maintain such information with respect to all of our employees. Nonetheless, we are unaware of any conflicts that NYU Langone Hospitals might have. If we become aware of any conflicts, NYU Langone Hospitals will notify Nassau County.

(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.

We are unaware of any conflicts that NYU Langone Hospitals might have.

- 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.

Please see NYU Langone Health's Business Conflict of Interest Policy attached.

1 File(s) uploaded: COI In Business Affairs.pdf

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

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

YES [] NO [X]

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

- i) Date of formation;

11/24/1997

- 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.

NYU Langone Hospitals is a nonprofit hospital corporation.

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

2 File(s) uploaded: NYU Langone Hospitals - Officers.docx, Question 4 - Consultant's Contractor's and Vendor's Disclosure Form.docx

- iv) State of incorporation (if applicable);

NY

- v) The number of employees in the firm;

28405

- vi) Annual revenue of firm;

7377549822

- vii) Summary of relevant accomplishments

NYU Langone Health is one of the nation's premier academic medical centers. Its trifold mission to serve, teach, and discover is achieved daily through an integrated academic culture devoted to excellence in patient care, education, and research. Guided by this three-fold mission, NYU Langone Health has achieved the stature of a

preeminent academic medical center. It is ranked the No. 1 hospital in New York State and the No. 3 in the nation on U.S. News & World Report's influential 2022-23 "Best Hospitals Honor Roll," and our specialties in neurology and neurosurgery are ranked No. 1 in the country.

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

B. Indicate number of years in business.

75

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

n/a

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 [REDACTED]
Contact Person [REDACTED]
Address [REDACTED]
City [REDACTED] State/Province/Territory [REDACTED]
Country [REDACTED]
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company [REDACTED]
Contact Person [REDACTED]
Address [REDACTED]
City [REDACTED] State/Province/Territory [REDACTED]
Country [REDACTED]
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

Company [REDACTED]
Contact Person [REDACTED]
Address [REDACTED]
City [REDACTED] State/Province/Territory [REDACTED]
Country [REDACTED]
Telephone [REDACTED]
Fax # [REDACTED]
E-Mail Address [REDACTED]

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

CERTIFICATION

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

Name of submitting business: NYU Langone Hospitals

Electronically signed and certified at the date and time indicated by:
Pietrina Scaraglino PIETRINA.SCARAGLINO2@NYULANGONE.ORG

Deputy General Counsel and Assistant Secretary
Title

06/13/2023
Date

NYU LANGONE HOSPITALS

OFFICERS

Robert I. Grossman, MD	Chief Executive Officer
Steven B. Abramson, MD	Executive Vice President for Academic Affairs
Dafna Bar-Sagi, PhD	Executive Vice President for Science and Chief Scientific Officer
Andrew W. Brotman, MD	Executive Vice President for Clinical Affairs and Strategy and Chief Clinical Officer
Fritz Francois, MD	Executive Vice President and Chief of Hospital Operations
Annette B. Johnson, Esq.	Executive Vice President, General Counsel and Secretary
Grace Ko	Executive Vice President for Development
Joseph Lhota	Executive Vice President and Chief of Staff
Nader Mherabi	Executive Vice President and Chief Information Officer
Nancy Sanchez	Executive Vice President for Human Resources and Organizational Development and Learning
Vicki Match Suna, AIA	Executive Vice President for Real Estate Development and Facilities
Daniel Widawsky	Executive Vice President for Financial Affairs and Corporate Chief Financial Officer
Pietrina Scaraglino, Esq.	Assistant Secretary

Question 4. – Consultant's, Contractor's and Vendor's Disclosure Form

BOARD OF TRUSTEES

Name: Kenneth G. Langone

Title: Chair

Name: Fiona B. Druckenmiller

Title: Co-Chair

Name: Laurence D. Fink

Title: Co-Chair

Name: Roberto A. Mignone

Title: Vice Chair

Name: Thomas S. Murphy, Jr.

Title: Vice Chair

William R. Berkley*

Casey Box

Edgar Bronfman, Jr.

Walter W. Buckley, Jr.

Susan Block Casdin

Kenneth I. Chenault

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William J. Constantine

Lori Fink

Luiz H. Fraga

Paolo Fresco

Soraya Gage

Trudy Elbaum Gottesman

Robert I. Grossman, MD*

Andrew Hamilton, PhD*

William Haugland

Mel Karmazin

David Katz

Sidney Lapidus

Martin Lipton, Esq.

Stephen F. Mack

Edward J. Minsk off

Thomas K. Montag

Frank T. Nickell

Deven Parekh

Debra G. Perelman

Isaac Perlmutter

Laura Perlmutter

Michael Rafferty

Stephanie Rein, MD

Richard P. Richman

Linda Gosden Robinson

E. John Rosenwald, Jr.

Barry F. Schwartz

Bernard L. Schwartz

Larry A. Silverstein

Carla Solomon, PhD

William C. Steere, Jr.

Daniel Sundheim

Chandrika Tandon

Allen R. Thorpe

Alice M. Tisch

Thomas J. Tisch

Robert Valletta

Jan T. Vilcek, MD, PhD

Bradley J. Wechsler

Anthony Welters, Esq.

* *Ex Officio*



Policy on Conflicts of Interest In Business Affairs

Issuing Department:
Administration

Effective Date: April 1, 2009
Last Update: December 31, 2019

Contents:

- I. Applicability
- II. General Policy
- III. Procedures for Disclosure
- IV. Review and Evaluation
- V. Recusal
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- VIII. Enforcement
- IX. Questions
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I. Applicability

This Policy applies to all members of the NYU Langone Health community -- employees, faculty, staff, residents, trainees, students, Officers, and Key Persons of NYU Langone Hospitals, NYU Grossman School of Medicine, NYU Long Island School of Medicine, NYU Langone Health System (the "System") and the other NYU Langone Health Entities (each, an "Individual") -- except Trustees, who are governed by the *Policy on Conflicts of Interest for Trustees, Officers, and Key Persons*. All capitalized terms shall have the meaning set forth in Section VI below.

II. General Policy

A. Individuals have a primary obligation to serve the purposes to which NYU Langone Health is dedicated. As part of this obligation, each Individual has a duty to conduct his or her NYU Langone Health duties and the affairs of NYU Langone Health in a manner that promotes the best interests of the organization and in compliance with legal and regulatory requirements. Individuals have a duty to disclose on an ongoing basis any current, proposed or pending situations that may give rise to a Conflict of Interest.

B. A "Conflict of Interest" means any circumstance in which the personal, professional, financial, or other interests of an Individual (including his or her Immediate Family) may potentially or actually diverge from, or may be reasonably perceived as potentially or actually diverging from, his or her obligations to NYU Langone Health and the interests of NYU Langone Health. A Conflict of Interest may exist whenever an independent observer might reasonably question whether the Individual's actions or decisions are determined by considerations of personal benefit, whether financial or otherwise. A Conflict of Interest also may exist whenever an Individual participates, directly or indirectly, in the selection, award or administration of any

business transaction which involves NYU Langone Health and the Individual, a member of his or her Immediate Family, or an entity in which he or she has a Financial Interest. Employment agreements between NYU Langone Health and the Individual are not business transactions giving rise to Conflicts of Interest under this Policy. In addition, a Conflict of Interest may exist whenever an Individual, a member of his or her Immediate Family, or an entity in which he or she has a Financial Interest engages in competition with a service provided by NYU Langone Health, including, but not limited to, by providing a teaching, research, or clinical service for a health care provider which competes with NYU Langone Health, or by appropriating or diverting a business or financial opportunity that the Individual knows NYU Langone Health is pursuing. Examples of Conflicts of Interest are set forth in Section VII below.

C. NYU Langone Health does not engage in any matter giving rise to a potential Conflict of Interest involving an Individual unless the matter has been fully disclosed and evaluated in accordance with this Policy and a plan for managing or eliminating the Conflict of Interest has been adopted.

D. This Policy applies to any circumstance that may constitute a Conflict of Interest, regardless of whether it is specifically described in this Policy. For example, while an Individual's Financial Interests are defined to include current interests as well as interests held in the preceding twelve (12) months, there also may be situations where far older interests create an actual or perceived Conflict of Interest.

III. Procedures for Disclosure

A. Annual Disclosures. The following Individuals must submit to the Office of Internal Audit, Compliance & Enterprise Risk Management's Conflicts of Interest Management Unit ("CIMU") his or her disclosure forms upon appointment, hiring and annually thereafter:

- (i) Chairs, Vice-Chairs, Department Administrators, and all employees and officers at the level of Vice-President, Assistant Dean or Director or above;
- (ii) Full-time faculty members and part time employed faculty members;
- (iii) Investigators participating in NYU Langone Health's research or sponsored programs;
- (iv) Persons engaged in purchasing decisions on behalf of NYU Langone Health; and
- (v) Individuals of any NYU Langone Health committees with supervision or oversight responsibilities over patient care, purchasing, research or education at NYU Langone Health (e.g., the Pharmacy and Therapeutic Committee (P&T) and the Institutional Review Board (IRB)).

The annual disclosure form will be provided electronically to the Individual by the CIMU and must be completed and submitted within thirty (30) days of receipt. In addition, the CIMU may request any Individual to complete an annual disclosure form at any time.

In the annual disclosure form, an Individual must, among other matters, certify compliance with NYU Langone Health's *Policies on Conflicts of Interest, Commitment and Consulting*, including this Policy, and disclose all entities in which he or she has a Financial Interest which he or she reasonably believes (i) provides or seeks to provide goods and/or services to healthcare providers, (ii) does business with or seeks to do business with NYU Langone Health, (iii) donates or may donate funds to NYU Langone Health, (iv) competes with or could potential compete with NYU Langone Health in the areas of clinical care, research

and development, or faculty, student, trainee, or employee recruitment, or (v) could reasonably appear to be related to the Individual's responsibilities (teaching, clinical, research, administrative or otherwise) with NYU Langone Health. Disclosures of Financial Interests must be made in specific amounts. For faculty, Individuals must also disclose any concurrent faculty appointment at any U.S. or foreign university, institution of higher education, academic teaching hospital, medical center, or research institute (including visiting, guest, or adjunct faculty appointments) other than at NYU. In addition, as provided in NYU Langone Health's *Policies on Conflicts of Interest, Commitment and Consulting*, faculty members must disclose all outside activities involving his or her professional competence. Individuals may also be required to disclose additional personal interests, activities and relationships as mandated by regulatory requirements (e.g., IRS Form 990). Officers and Key Persons may be subject to additional disclosure requirements as provided in NYU Langone Health's *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*.

B. Specific Disclosures. All Individuals have an ongoing obligation throughout the year to disclose new and anticipated Conflicts of Interests. All Individuals must disclose to the CIMU any specific situation that gives rise to a potential Conflict of Interest.

C. Confidentiality. Disclosures will be kept confidential and divulged by NYU Langone Health for review under the *Policies on Conflicts of Interest, Commitment and Consulting* on a need-to-know basis or as required by applicable laws and regulations.

IV. Review and Evaluation

A. CIMU Review. The CIMU is responsible for reviewing and evaluating each disclosure made by an Individual and for determining whether a potential Conflict of Interest exists under the circumstances. In cases where the CIMU believes that a significant potential Conflict of Interest exists, the CIMU will submit the matter to NYU Langone Health's Business Conflict of Interest Committee ("BCOIC"). The CIMU will determine whether a significant potential Conflict of Interest exists based upon directions provided to the CIMU by the BCOIC from time to time and upon the best interests of NYU Langone Health.

For all other matters, the CIMU will evaluate the matter to determine if the potential for a Conflict of Interests exists, and, if so, how such potential Conflict of Interest may be managed, reduced or eliminated. When appropriate, the CIMU may adopt and issue to Individuals a plan for managing and monitoring any potential Conflict of Interest. Such plans will depend upon the facts and circumstances of the specific matter and will be consistent with this Policy and the directions of the BCOIC. Each affected Individual must review and sign the conflict management plan and comply with all of its terms.

B. BCOIC Review. The BCOIC is responsible for reviewing and evaluating each potential Conflict of Interest submitted to it by the CIMU. As a matter of policy, if the BCOIC finds that a Conflict of Interest exists, NYU Langone Health will not approve the matter unless the BCOIC determines, after reviewing all material facts, that extraordinary circumstances merit an exception and the BCOIC adopts a plan for managing and monitoring the Conflict of Interest which is fair, reasonable, and in the best interests of NYU Langone Health. Any management plan will depend upon the facts and circumstances of the specific matter. Each affected Individual must review and sign the conflict management plan and comply with all of its terms.

C. Key Persons or Officers. Potential Conflicts of Interests involving Key Persons or Officers of an NYU Langone Entity (other than the Family Health Centers at NYU Langone) are subject to the requirements of NYU Langone Health's *Policy on Conflicts of Interest for Trustees, Officers, and Key Persons*. The CIMU will submit such matters to the Audit and Compliance Committee of the System's Board of Trustees ("Audit and Compliance Committee") in accordance with the requirements of the *Policy on Conflicts of Interest for Trustees and Key Employees*. In addition, the CIMU may submit matters related to Key Persons and Officers

to the BCOIC for the BCOIC's review and evaluation. Any findings of the BCOIC on matters subject to the *Policy on Conflicts of Interests for Trustees, Officers, and Key Persons* are subject to the final review of the Audit and Compliance Committee as provided in that policy.

D. Monitoring. The CIMU is responsible for periodically monitoring compliance with every plan for managing and monitoring a Conflict of Interest or potential Conflict of Interest issued under this Policy.

V. Recusal

No Individual shall participate, directly or indirectly, in the selection, award, or administration of any matter that gives rise to a potential Conflict of Interest. In such event, the Individual must not attempt to influence improperly NYU Langone Health's deliberation, decision-making or voting on the matter, must completely recuse himself or herself from the matter, and must notify the CIMU as provided in Section III(B) above.

VI. Definitions

A. "Conflict of Interest" shall have the meaning ascribed to it in Section II(B) above.

B. A "Financial Interest" is held in an outside entity by an Individual when he or she or a member of his or her Immediate Family holds a Financial Interest in the outside entity. Examples of Financial Interests are a Management, Board, or Employment Position, Ownership Interests, Consulting Compensation, Paid/Reimbursed Travel, Royalty Income, and Intellectual Property Rights, where:

- (i) "Management, Board, or Employment Position" means a position or appointment to serve, in either a personal or representative capacity, as a director, trustee, partner, senior executive, officer, employee, or equivalent, whether paid or unpaid, at the outside entity;
- (ii) "Ownership Interests" are equity interests held, either directly or indirectly, including stock and stock options (or entitlement to the same), of any amount in either a publicly-traded or non-publicly-traded entity. (*Exception: Mutual Funds*— Interests of any amount in publicly- traded, diversified investment vehicles, such as broad-based publicly-traded, diversified mutual funds and exchange traded funds, as long as the Individual, or his or her Immediate Family Members, collectively, do not have a 15% or greater direct or indirect interest in the vehicle and do not have a Management, Board, or Employment Position in the vehicle, are not Ownership Interests.);
- (iii) "Consulting Compensation" means salary, consulting fees, honoraria, paid authorship, lecture fees, other emoluments, stock, stock options, royalties or "in kind" compensation directly or indirectly received from an entity (or entitlement to the same), whether in connection with a Management, Board, or Employment Position or for consulting, lecturing, or service on a scientific advisory board, data safety monitoring board, steering committee for a clinical trial, executive committee for a clinical trial, or other committee for an outside entity, or for any other purpose, that have been received in the past calendar year or are expected to be received in the current or next calendar year; and
- (iv) "Paid/Reimbursed Travel" means the occurrence and value of any paid/sponsored (i.e., sponsored travel is that which is paid on behalf of the Investigator and not reimbursed to the Investigator so that the exact monetary value may not be readily available), and/or reimbursed travel, whether in connection with a Management, Board, or Employment Position or for

consulting, lecturing, or service on a scientific advisory board, data safety monitoring board, steering committee for a clinical trial, executive committee for a clinical trial, or other committee for an outside entity, or for any other purpose, that have been received in the past calendar year (i.e., no less than the past 12 months) or are expected to be received in the current or next calendar year.

(v) **"Royalty Income"** means payments linked to product sales, or the written contractual right to receive future royalties, directly or indirectly, under an issued or pending patent, license or copyright, that has been received in the past calendar year or is expected to be received in the current or next calendar year. For the purpose of this Policy, Royalty Income includes all income received by an Individual from NYU in accordance with the *NYU Statement of Policy on Intellectual Property*.

(vi) An **"Intellectual Property Right"** is an issued or pending patent, license or copyright and includes, for the purpose of this Policy, the right to income from NYU in connection with a patent, license or copyright held by or to be held by NYU (for further information, see the *NYU Statement of Policy on Intellectual Property*).

Exceptions: The following are not Financial Interests under this Policy:

- (i) Salary from NYU Langone Health and cost-related payments for services or reimbursements from NYU Langone Health.
- (ii) Payments to NYU Langone Health, or via NYU Langone Health to the Individual, which are directly related to the reasonable costs incurred in the conduct of a research project or sponsored program or to the payment of indirect costs and are specified in a grant, agreement or contract between NYU Langone Health and a research sponsor.
- (iii) Paid/reimbursed Travel from seminars, lectures, or teaching engagements sponsored by, or in connection with service on advisory committees or review panels for, a federal, state, or local government agency, or a non-profit institution of higher education, academic teaching hospital, medical center, or research institute that is affiliated with an institution of higher education.

C. **"Immediate Family"** means the person's spouse, domestic partner, person in a civil union or similar relationship, dependent children, or any other family members residing in the person's household.

D. An **"Individual"** means each member of NYU Langone Health community, including employees, faculty, staff, residents, trainees, students, Key Persons, and Officers, other than trustees.

E. A **"Key Person"** of the System (or of any of NYU Langone Health Entity) means any person, other than a Trustee or Officer, whether or not an employee of the System (or the NYU Langone Health Entity, as applicable), who (i) has responsibilities, or exercises powers or influence over the System (or the NYU Langone Health Entity, as applicable) as a whole similar to the responsibilities, powers, or influence of directors and Officers; (ii) manages the System (or the NYU Langone Health Entity, as applicable), or a segment of the System (or the NYU Langone Health Entity, as applicable) that represents a substantial portion of the activities, assets, income, or expenses of the System (or NYU Langone Health Entity, as applicable); or (iii) alone or with others controls or determines a substantial portion of the capital expenditures or operating budget of the System (or NYU Langone Health Entity, as applicable). For the System, Key Person includes but is not limited all members of the executive leadership of NYU Langone Health as defined from time to time by the CEO of the System who are not Officers of the System.

F. "NYU Langone Health" includes NYU Langone Health System, NYU Langone Hospitals (including all inpatient and ambulatory facilities), NYU Grossman School of Medicine, NYU Long Island School of Medicine, and all entities that are controlled by any of them, except where specifically excluded. This Policy also has been adopted by the Family Health Centers at NYU Langone; therefore, for purposes of this Policy, "NYU Langone Health" also includes the Family Health Centers at NYU Langone.

G. "NYU Langone Health Entity" means each individual entity that is part of NYU Langone Health.

H. "Officer" means any person described as an officer in the governing documents of the System or any NYU Langone Health Entity.

I. "Trustee" means a voting member of the governing body of NYU Langone Health System and each NYU Langone Health Entity.

VII. Examples of Conflicts of Interest

The following are situations that give rise to a Conflict of Interest and require disclosure to the CIMU in accordance with this Policy. This list is by no means all-inclusive. In case of uncertainty as to whether or not a Conflict of Interest exists, an Individual should disclose the matter to the CIMU. For example, some potential Conflicts of Interest occur when:

A. An Individual or a member of his or her Immediate Family has a Financial Interest in an entity or vendor that NYU Langone Health is contemplating doing business with (e.g., NYU Langone Health is contemplating purchasing, leasing or selling of goods, services, or real estate, or making or receiving a loan to or from such individual or entity, or is contemplating accepting a grant from such individual or entity for sponsored research).

B. An Individual or a member of his or her Immediate Family proposes that NYU Langone Health use or purchase goods in which the Individual has a proprietary interest (e.g., an Individual advocates the use of a device designed by the Individual).

C. An Individual, a member of his or her Immediate Family, or any entity in which he or she has a Financial Interest either engages in competition with a service provided by NYU Langone Health (e.g., by working for an organization which competes directly with NYU Langone Health or appropriating or diverting a business or financial opportunity that the Individual knows NYU Langone Health is pursuing, except that a member of NYU Langone Health's medical staff who is also on the medical staff of another hospital does not constitute competition so long as the second appointment has been approved in advance by NYU Langone Health's Dean and CEO or by its Chief Clinical Officer).

D. An Individual, a member of his or her Immediate Family, or any entity in which he or she has a Financial Interest recruits any NYU Langone Health faculty member or employee or solicit business which knowingly disturbs, or could be expected to disturb, the existing professional or business relationships of NYU Langone Health with any faculty member, employee, health care provider or referral source.

E. An Individual proposes that NYU Langone Health hire or contract with a member of his or her Immediate Family for a position or activity that is within his or her direct or indirect supervision or control.

The employment of a member of an Individual's Immediate Family with NYU Langone Health must be in accordance with NYU's *Policy on the Employment of Members of the Same Family*.

F. An Individual solicits or accepts a gift, favor or anything of monetary value from a contractor, vendor, patient, co-worker, volunteer or other person with whom NYU Langone Health has a business relationship, except as specifically provided in NYU Langone Health's *Policy on Acceptance and/or Solicitation of Gifts or Benefits From Vendors, Patients and Other Third Parties*.

G. An Individual uses assets, property or labor of NYU Langone Health to his or her personal advantage.

H. An Individual discloses or uses any non-public information obtained in the course of discharging his or her duties and responsibilities at NYU Langone Health to his or her personal advantage.

I. An Individual is an inventor on patents or other IP Rights held by NYU and licensed to a start-up company, and receives an inventor's share to any NYU licensing or royalty income and any equity NYU receives from the start-up company through licensing.

VIII. Enforcement

A. Violations of this Policy are subject to disciplinary action, up to and including termination of employment or association with NYU Langone Health, in accordance with NYU Langone Health disciplinary policies and procedures applicable to the respective Individual.

B. Any failure to make a disclosure as required under this Policy by any members of an NYU Langone Health committee will result in the member being suspended or removed from such committee.

IX. Questions

Any questions relating to this Policy should be directed to the Office of Legal Counsel or the CIMU.

X. Relationship to Other Policies

A. This Policy replaces the *Policy on Conflicts of Interest in Business Affairs* issued on April 1, 2009 as previously updated on April 1, 2011, July 1, 2014, June 29, 2016, and March 1, 2018.

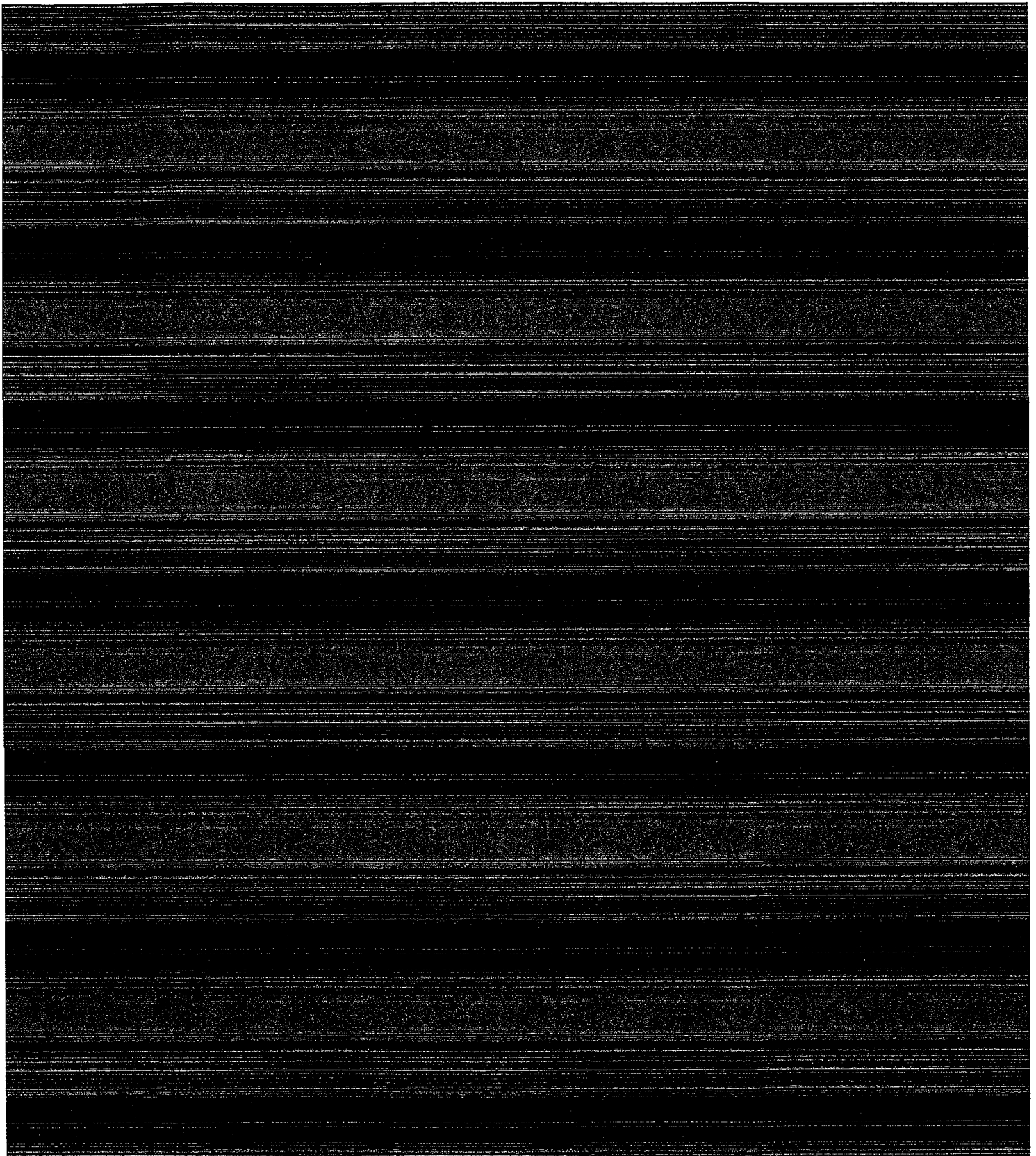
B. This Policy is intended to supplement, but not replace, other policies and guidelines applicable to the Individual, including the conflict policies set forth in the NYU Faculty Handbook and elsewhere in NYU Langone Health's *Policies on Conflicts of Interest, Commitment and, Consulting*.

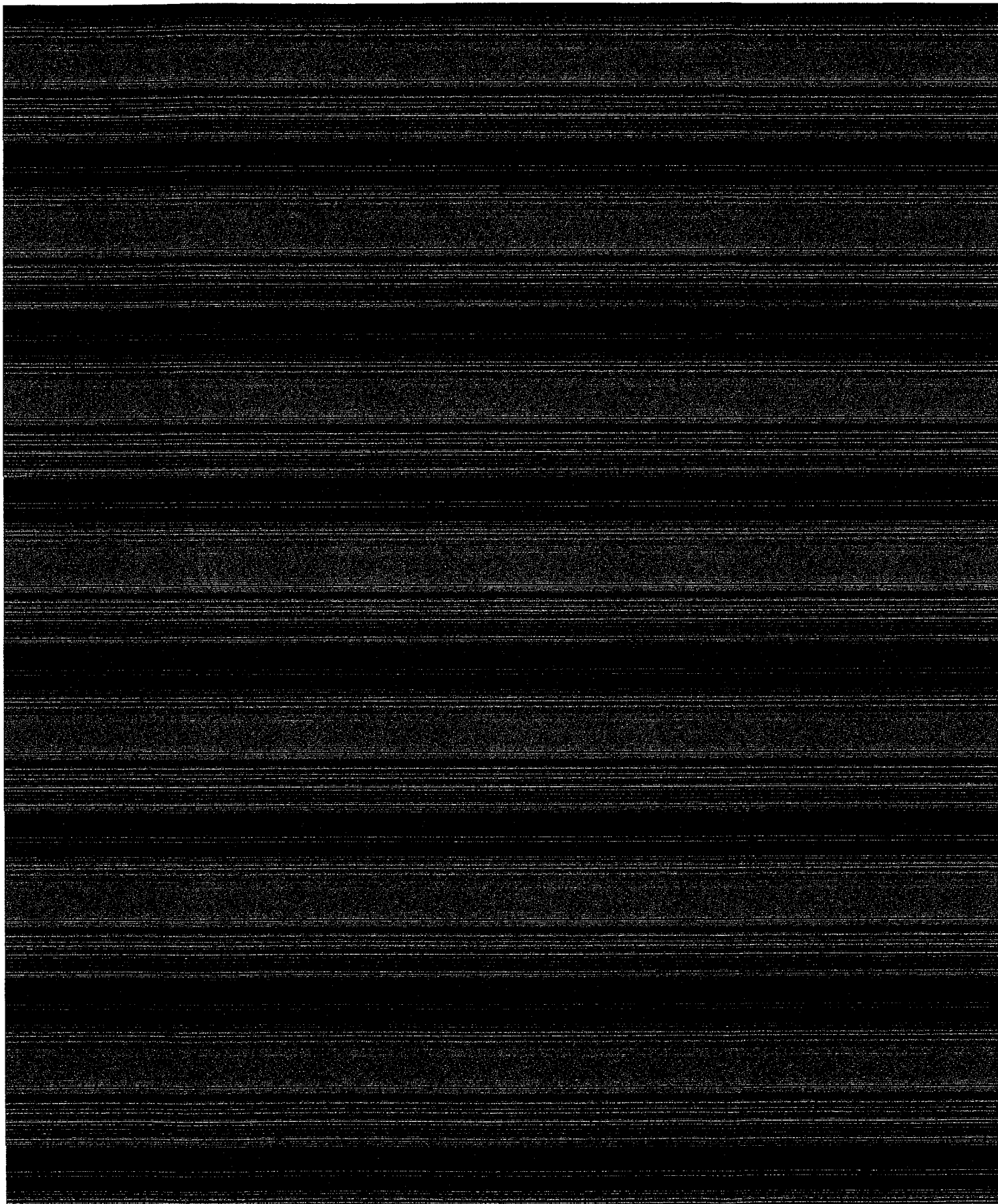
C. A matter involving an Individual's participation in research is also reviewed under NYU Langone Health's *Policy on Conflicts of Interest in Research and Sponsored Programs*.

D. Key Persons and Officers of the System and each NYU Langone Entity (other than the Family Health Centers at NYU Langone) are subject to both this Policy and the System's *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*. For any matter related to a Key Person or an Officer, to the extent there is any issue about whether the requirements of this Policy conflict with the requirements of the *Policy on Conflicts of Interest for Trustees, Officers and Key Persons*, this Policy is to be interpreted to assure compliance with the *Policy on*

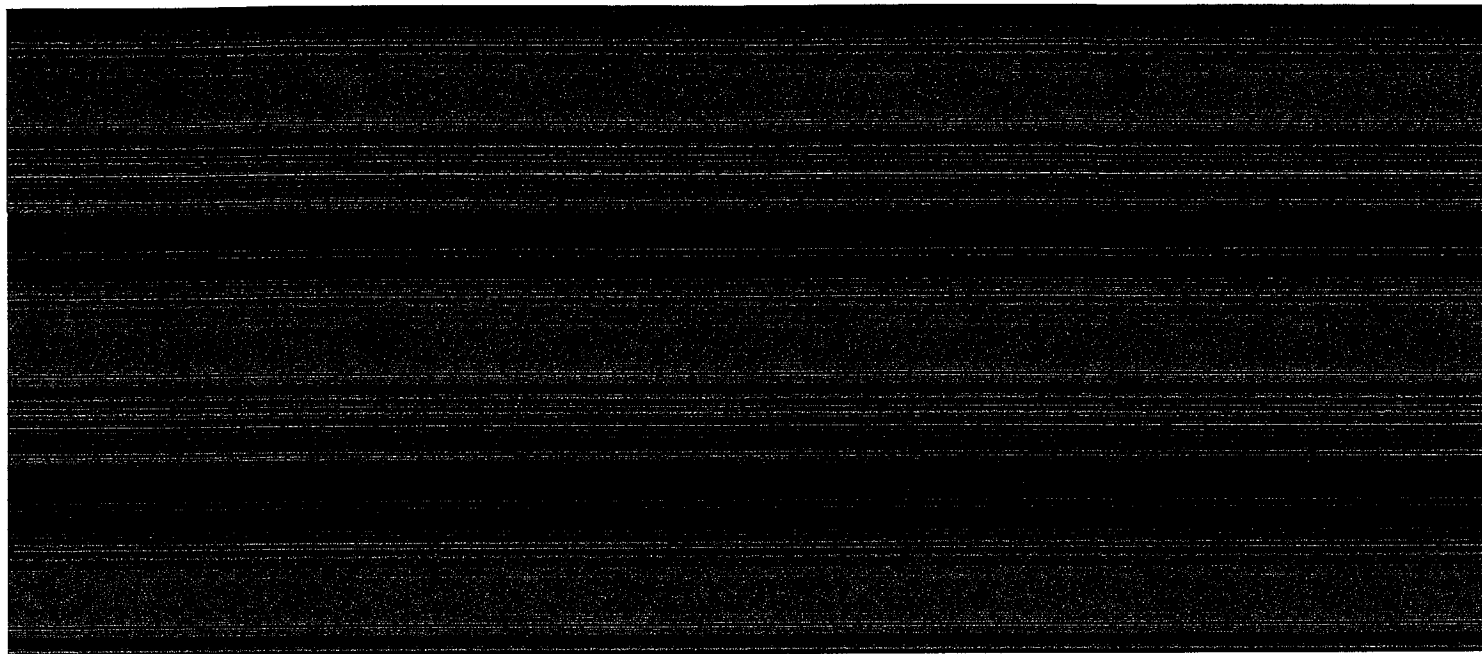
CONFIDENTIAL – THIS DOCUMENT CANNOT BE RELEASED AS PART OF FOIL REQUEST

NYU Langone Hospitals
Question #13 Nassau County Business History Form
June 2023





CONFIDENTIAL – THIS DOCUMENT CANNOT BE RELEASED AS PART OF FOIL REQUEST





COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

COUNTY OF NASSAU

Interoffice - Memo

To: Robert Cleary, Chief Procurement Officer

From: Commissioner Darcy A. Belyea

**Re: ADVERSE INFORMATION RESPONSE – NYU LANGONE HOSPITALS –
SPONSORSHIP AGREEMENT - CQPK23000019**

Date: June 21, 2023

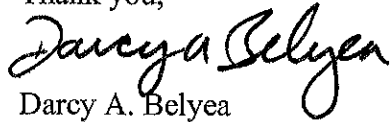
Regarding the Sponsorship Agreement for NYU Langone Hospitals, CQPK23000019, the Adverse Information that was uncovered was:

- PHI Privacy Breaches (Incident 2017; Resolution 2022); Disability Access Investigation (Incident 2016; Resolution 2020); United States ex rel. Levine v. Vascular Access Ctrs., L.P., 2020 U.S. Dist. LEXIS 168752; Subpoena from Office of Inspector General of the U.S. Department of Health and Human Services (Incident 2020; Resolution Pending); Facility Fees for Outpatient Services at Article 28 Sites (Incident 2019; Resolution 2020); Blackbud's Systems Data Breach (Incident 2020; Resolution 2021); United States of America and New York State ex rel. Frank Brandt and Christopher Noria v. East Coast Orthotic and Prosthetic Corporation, Vincent A. Benenati, NYU Langone Health, and Maimonides Medical Center (U.S. District Court, EDNY, Docket No. 18cv2600 (NG)); Colladi, ex rel., et. Al. v. Bracco, S.P.A. (U.S. District Court, NJ, Docket No. 2:2020cv08719; United States ex rel. James A. Roark, Sr. v. Medical University of South Carolina (U.S. District Court, S.C., Docket No. 2:19-cv-01047). For further details see NYU Langone's response to Question 13 of the Business History form;
- OSHA citation issued for an "Other than serious" violation (Incident 2021; Resolution 2021); Complaints with NLRB and OSHA (Incident(s) past five years; Resolution no other findings of violations). For further information see NYU Langone's Appendix L, Certificate of Compliance).

Upon review, it was determined that none of the matters raised are material with respect to the proposed agreement. The issues identified do not relate to services to be procured through this sponsorship, and all matters have been resolved amicably.

If you have any further questions please feel free to contact me.

Thank you,

A handwritten signature in black ink, reading "Darcy A. Belyea". The signature is written in a cursive, flowing style with a large initial "D".

Darcy A. Belyea
Commissioner

COUNTY OF NASSAU

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

1. Name of the Entity: NYU Langone Hospitals

Address: 550 First Avenue

City: New York State/Province/Territory: NY Zip/Postal Code: 10016

Country: US

2. Entity's Vendor Identification Number: 13-3971298

3. Type of Business: Other (specify) Not-for-profit hospital corporation

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):

2 File(s) uploaded: NYU Langone Hospitals - Officers.docx, Question 4 - Consultant's Contractor's and Vendor's Disclosure Form.docx

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.

As a nonprofit, NYU Langone Hospitals does not have shareholders or partners. NYU Langone Health System, a nonprofit corporation, is the sole member of NYU Langone Hospitals.

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.

NYU Langone Health System, a nonprofit corporation, is the sole member of NYU Langone Hospitals. New York University, a New York nonprofit education corporation, is the sole member of NYU Langone Health System.

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 ar

not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☒

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

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

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

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

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

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

Pietrina Scaraglino [PIETRINA.SCARAGLINO2@NYULANGONE.ORG]

Dated: 06/09/2023 04:44:21 pm

Title: Deputy General Counsel and Assistant Secretary

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.

BRUCE A. BLAKEMAN
County Executive



DARCY A. BELYEA
Commissioner

COUNTY OF NASSAU
DEPARTMENT OF PARKS, RECREATION & MUSEUMS
EISENHOWER PARK - EAST MEADOW, NEW YORK 11554
www.nassaucountyny.gov/parks

TO: Robert Cleary, Chief Procurement Officer

FROM: Darcy A. Belyea *DAB*
Commissioner, Department of Parks, Recreation and Museums

DATE: June 7, 2023

SUBJECT: NYU LANGONE HOSPITALS -SPONSORSHIP AGREEMENT --
CQPK23000018

This memorandum is submitted in response to your request for a delay memo to explain the retroactivity of the above-mentioned Sponsorship Agreement CQPK23000018 with NYU Langone Hospitals. The term of this agreement is from June 1, 2023 through September 30, 2023. The County will grant to NYU Langone Hospitals the exclusive sponsor for the Summer Concerts and Movies series for 2023. NYU Langone agrees to pay the County a sponsorship fee of \$300,000.00

The primary delay of this agreement is due to negotiations with the Sponsor took more time than anticipated. Additionally, not being familiar with Vendor Portal, their disclosure forms were not completed in a timely manner.