



U-66-16

Contract Details

SERVICE: TPA-Smart Savings Program

NIFS ID #: CLCO16000010- 01 NIFS Entry Date: 7/8/16 Term: from 8/1/15 to 9/30/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name R. R. Health Strategies, LLC	Vendor ID# 455131448-01	Department Contact Michael E. Olney	
Address 102 Motor Parkway, Ste 520 Hauppauge, NY 11788	Contact Person Palma D'Apuzzo	Address 210 Old Country Road, Mineola, NY	
	Phone (631) 231-0505	Phone 571-2677	

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	7/8/16	<i>[Signature]</i>	
07-11-16	OMB	NIFS Approval <input checked="" type="checkbox"/>	7/11/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
7/13/16	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	7/13/16	<i>[Signature]</i>	
7/13/16	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/13/16	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
7/13/16	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	7/13/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	7/18/16	<i>[Signature]</i>	

RECEIVED
CLERK OF THE LEGISLATURE
MASSAUG COUNTY
2016 JUL 18 A M: 29



Contract Summary

Description: Claims Review/Processing for Smart Savings Program
Purpose: Contract with a vendor who will provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses County employees married to other County employees, when they have out of pocket health insurance costs over \$2,000.00.
Method of Procurement: This is a contract amendment with RR Health Strategies, successor to Complete Management Solutions, LLC ("CMS") to provide personal services which was awarded the original contract after a Request for Proposals ("RFP") for a Plan Administrator was issued on June 4, 2009.
Procurement History: The Comptroller's Office issued a request for proposals. The County did not receive any responses to the RFP and the deadline was extended. The current vendor submitted the only proposal on July 28, 2009.
Description of General Provisions: Vendor is to act as a Third-Party Administrator ("TPA") for the Smart Savings Program. The TPA is to review all claims of reimbursement, and notify the claimant(s) and the County of its reimbursement determination.
Impact on Funding / Price Analysis: \$12,000 per year for the period covered by this Amendment.
Change in Contract from Prior Procurement: The maximum amount of the original contract shall be increased by \$12,000.00. As a result, the total amount payable to the contractor for all services provided under this agreement shall be \$44,000.00.
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO10
Resp:	1100
Object:	DE500
Transaction :	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$12,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$12,000

LINE	INDEX/OBJECT CODE	AMOUNT
4	COGEN1100/DE500	\$12,000
X		\$
X		\$
X		\$
X		\$
X		\$
TOTAL		\$12,000

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>E. J. H. H.</i>
Name	Name	Date <i>7/18/10</i>

FAML4010 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
DOCUMENT HEADER

07/08/2016
2:09 PM

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
ENTERED BY : MARKERT, VALERIE 1-6552
DOCUMENT NUMBER : CLC016000010 INITIATING DEPT : CO
INPUT PERIOD (MM YYYY) : 07 2016 JULY
VENDOR NUMBER / SUFFIX : 455131448 01 APPROVAL TYPE : 01
VENDOR NAME : RR HEALTH STRATEGIES, LLC
VENDOR ADDRESS : 102 MOTOR PARKWAY STE 520

COUNTRY : USA
ALPHA VENDOR : RR HEALTH STRATEGIES, LLC
BANK NUMBER :
DUE DATE :
DOCUMENT AMOUNT : 12,000.00
NUMBER OF LINES : 1
TRANSACTION CODE HASH :
TERMS :
POSTING/EDIT ERRORS :
TREAS NO :
SINGLE CHECK :
CURRENCY CODE :
RESPONSIBLE UNIT :
NOTEPAD (Y OR N) : N

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
G014 - RECORD FOUND

DOCUMENT : CLC016000010 - 01 INPUT PER: 07 2016 AMOUNT : 12,000.00

TRANS CODE	:	109	ADD A SUFFIX TO A CONTRACT
DOCUMENT REF	:	CQCO09000003	04
TRANS DESC.	:	SMART SAVINGS PRGM 8/1/15-9/30/16	
TRANS AMOUNT	:	12,000.00	
INDEX	:	COGEN1100	ADMINISTRATION
SUBJECT	:	DE500	MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC		F9-LINK	F10-SAVE	

G008 - NEXT RECORD DISPLAYED

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE OFFICE OF THE COUNTY COMPTROLLER, AND
R.R. HEALTH STRATEGIES, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with R.R. Health Strategies, LLC to provide claims review, processing and audit for reimbursement of claims under the Smart Savings Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with R.R. Health Strategies, LLC

Exhibit A



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

None

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

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

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

Dated: 6/8/16

Vendor: RR Health Strategies, LLC

Signed: Palma D'Apuzzo

Print Name: Palma D'Apuzzo

Title: President

Business History Form

In addition to the submission of bids/proposals, as applicable, each bidder/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 bid/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: 6/8/16

1) Bidder's/Proposer's Legal Name: RR Health Strategies, LLC

2) Address of Place of Business: 102 Motor Parkway, Ste 520, Hempstead N.Y. 11788

List all other business addresses used within last five years:

926 R.R. Plaza, Uniondale N.Y. 11556

3) Mailing Address (if different): 102 Motor Parkway, Ste 520, Hempstead N.Y. 11788

Phone: 631-231-0505

Does the business own or rent its facilities? Rent

4) Dun and Bradstreet number: N/A

5) Federal I.D. Number: 45-5131448

6) The bidder/proposer is a (check one): ☐ Sole Proprietorship ☒ Partnership ☐ Corporation ☐ Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business? Yes ☐ No ☒ If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes ☐ No ☒ If Yes, please provide details: _____

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details: _____

10) Has the bidder/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 bidder/proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒
If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

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

a) Any felony charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? No ☒ Yes ☐ If Yes, provide details for each such charge. _____

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No ☒ Yes ☐ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No ☒ Yes ☐ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No ☒ Yes ☐ If Yes, provide details for each such _____

occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No ☒ Yes ____; If Yes, provide details for each such instance. _____

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

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. No conflict exists

b) Please describe 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. FRH does not anticipate any future conflict of interest issues. However, we will be sure to communicate with the County if any potential issue arise.

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

Should the bidder/proposer be other than an individual, the bid/proposal **MUST** include:

- i) Date of formation;
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); NY
- v) The number of employees in the firm; 14
- vi) Annual revenue of firm; \$2,400,000 for 2015
- vii) Summary of relevant accomplishments
- viii) Copies of all state and local licenses and permits.

- B. Indicate number of years in business. 4 years

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

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

Company Hospital for Special Surgery
Contact Person Andrea Ansorge
Address 535 East 70th Street,
City/State New York, NY. 10021
Telephone 212-774-2398
Fax # 212-774-2161
E-Mail Address ansorgea@HSS.edu

Company PACT MSO, LLC
Contact Person Yvette Barchat
Address 322 East Main Street, Suite 1B
City/State Branford, CT 06405
Telephone 203-488-7228 ext. 270
Fax # _____
E-Mail Address ybarchat@pactmd.com

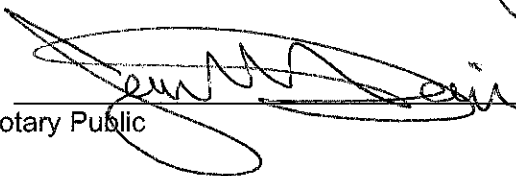
Company NYU Langone Medical Center
Contact Person Sharon Kurtz
Address One Park Avenue, 3rd Floor
City/State New York, NY 10016
Telephone 212-404-4054
Fax # _____
E-Mail Address sharon.kurtz@nyumc.org

- E. Please provide any other information which would be appropriate and helpful in determining the bidder's/proposer's capacity and reliability to perform these services.

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/PROPOSAL OR FUTURE BIDS/PROPOSALS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Palma D'Apuzzo, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20th day of June 2016


Notary Public

JEAN M. DAVINO
Notary Public, State of New York
No. 01DA4738867
Qualified in Nassau County
Commission Expires May 31, 2019

Name of submitting business: RR Health Strategies, LLC.

By: Palma D'Apuzzo Print

Palma D'Apuzzo
name
Signature

President
Title

06 / 20 / 2016 Date

COUNTY OF NASSAU

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

1. Name of the Entity: RR Health Strategies, LLC
Address: 102 Motor Parkway, Ste 520
City, State and Zip Code: Hempstead, N.Y. 11788
2. Entity's Vendor Identification Number: 45-5131448
3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

Palma D'Apuzzo - 102 Motor Pkwy, Ste 520, Hempstead N.Y. 11788
RR Investors - 926 RKR Plaza, Uniondale, N.Y. 11556

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.

Same as above

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.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None

Page 3 of 4

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

None

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

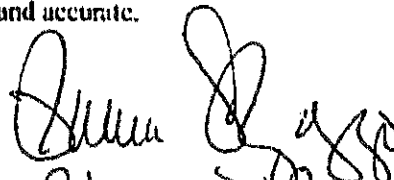
None

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

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

Dated: 6/8/16

Signed



Print Name: Palma D'Apuzzo

Title: President

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.

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/bidder. Answers must be 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/ PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD.

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

1. Principal Name Palma D'Apuzzo
 Date of birth 5 / 28 / 67
 Home address 1 Waverly Place
 City/state/zip Coram, N.Y. 11727
 Business address 102 Motor Parkway, Suite 520
 City/state/zip Hempstead, N.Y. 11788
 Telephone 631-231-0505
 Other present address(es) _____
 City/state/zip _____
 Telephone 516-770-0480
 List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
 President 4 / 1 / 12 Treasurer _____
 Chairman of Board _____ Shareholder _____
 Chief Exec. Officer _____ Secretary _____
 Chief Financial Officer _____ Partner _____
 Vice President _____
 (Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
 NO _____ YES ☒ 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? NO ☒ YES _____ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES _____; 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? NO ☒ YES _____ 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? NO ☒ YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? NO ☒ YES ____ If Yes, provide details for each such charge.
 - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES ____ If Yes, provide details for each such conviction.
 - f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES ____ If Yes, provide details for each such occurrence.

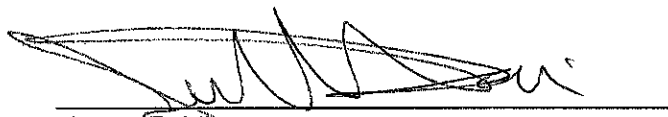
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation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

CERTIFICATION

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

I, _____, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 20th day of June 2016



Notary Public

JEAN M. DAVINO
Notary Public, State of New York
No. 01DA4739867
Qualified in Nassau County
Commission Expires May 31, 2019

RR Health Strategies, LLC
Name of submitting business

Palma D'Amico
Print name


Signature

President
Title

06 / 20 / 2016
Date

RR|HS

RR Health Strategies

Pam D'Apuzzo Biography

Professional Profile:

Pam has over 25 years of healthcare consulting experience spanning academic medical centers, community hospitals, faculty practice plans and large private practices. She has consulting experience in all areas of practice and is a recognized industry expert in the area of coding and compliance.

Pam conducts educational and training seminars and provides comprehensive compliance programs at New York's leading healthcare institutions. She also has a successful record of practice management services including operational and billing reviews, practice assessments, practice start-up assistance and EMR implementation.

Education and Certifications:

American Academy of Professional Coders (AAPC) ~ CPC, CPMA

American College of Medical Coding Specialists (ACMCS) ~ PCS

Board of Medical Specialty Coding (BMSC) ~ ACS-EM, ACS-MS

ICD-10-CM Trainer

Professional Affiliations:

Member, AAPC

Member, ACMCS

Member, AHIMA

Member, BMSC

Member, HCCA

Member, HFMA

Member, MGMA

Suffolk County Medical Society

RR|HS

RR Health Strategies

Speaking Engagements:

Pam is a frequent speaker at conferences sponsored by the American Academy of Professional Coders (AAPC), Health Financial Management Association (HFMA) and New York State Society of Physician Assistants (NYSSPA), Suffolk County Medical Society (SCMS) and the AAGL – Advancing Minimally Invasive Gynecology Worldwide National Summit.

AMENDMENT NO. 3

This AMENDMENT, dated as of June 20, 2016 (together with the attachments, appendices and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) RR Health Strategies, LLC, as successor-in-interest to Complete Management Solutions, LLC, having its principal office at 102 Motor Parkway, Suite 250, Hauppauge, New York 11788 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO09000003 between the County and the Contractor, executed on behalf of the County on September 22, 2009, as amended by Amendment 1, County contract number CLCO12000016, executed on behalf of the County on August 1, 2012 and, as amended by Amendment 2, County contract number CLCO15000006, executed on behalf of the County on November 17, 2015 (the "Original Agreement"), the Contractor provides claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement is from August 1, 2009 until July 31, 2015, unless sooner terminated in accordance with the provisions of the Original Agreement.

WHEREAS, the maximum amount that the County agreed to pay the Contractor as full consideration for the Services was not to exceed thirty-two thousand and 00/100 Dollars (\$32,000.00) ("Maximum Amount").

WHEREAS; the County and the Contractor desire to amend the Original Agreement; and,
NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Term Extension. The Original Agreement shall be extended for an additional fourteen (14) month period, so that the termination date of the Original Agreement as amended by this Amendment ("Amended Agreement") shall be September 30, 2016.
2. Compliance with Law. Section 7(a) of the Original Agreement is hereby deleted in its entirety and restated as follows:

"7. Compliance with Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and Local Laws, including, but not limited to those relating to conflicts of interest, human

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

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

- a. The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended.
- b. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- c. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Twelve thousand and 00/100 dollars (\$12,000.00) so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Amended Agreement shall be forty-four thousand and 00/100 dollars (\$44,000.00) ("Amended Maximum Amount").

4. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. The Contractor further acknowledges that the first encumbrance shall be Six Thousand Dollars (\$6,000.00). Thereafter, the Department will notify the Contractor of the availability of additional monies, which notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

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

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

R R Health Strategies, LLC

By: [Signature]
Name: Palma D'Aiuzzo
Title: President
Date: 6/20/16

STATE OF NEW YORK)

Nassau ss.:

COUNTY OF NEW YORK)

On the 20th day of June in the year 2016 before me personally came Palma D'Aiuzzo personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President of

RRHS, 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.

Sworn to before me this 20th day of June, 2016

[Signature]
Notary Public

JEAN M. DAVINO
Notary Public, State of New York
No. 01DA4738867
Qualified in Nassau County
Commission Expires May 31, 2019

NASSAU COUNTY

By: _____

Name: _____

Title: _____

Date: _____

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the ___ day of May in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the 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.

Sworn to before me this ___

day of May, 2016

Notary Public

Contractor:		R R Health Strategies, LLC		Encumb. No.	CQCO090000003
Prior Name: Complete Management Solutions, LLC				Contract Amt.	\$ 20,000.00
Contract Dates:	8/1/2009-7/31/2012				Original
Extension	8/1/12-7/31/13	7/31/2015			CLCO12000016
					CLCO15000006
				TOTAL AMOUNT	\$ 32,000.00
Reviewing and auditing claims for Smart Savings Program (County employees may have only 1 health ins. policy per family and provides buyback)					
\$150/hour not to exceed \$600 per claim w/o prior approval from CO Office.					
Claim Number	Invoice Date	Invoice No.		Amount Paid	Auditor
VDCO150000035	3/31;6/30;7/31;8/31;9/30/14	14-03-0775;14-03-0776;14-03-0777;14-03-0779;14-07-0778;14-09-1000;14-08-0952;14-06-0888;14-06-0886;14-06-0887		\$ 5,887.50	Mifa
VDCO150000056	6/30/2015	15-06-1294, 15-06-1292, 15-06-1291		\$ 2,400.00	JLY
VDCO150000057	7/31/2015	15-07-1344, 15-07-1346, 15-07-1345		\$ 1,800.00	JLY
VDCO150000071	9/30/2015	15-09-1430		\$ 600.00	SPG/OM
TOTAL		NIFS TOTAL IS \$30,300 AS OF 9/2/15		\$ 30,900.00	
				\$ 1,100.00	
Remaining Balance:					



Contract Details

SERVICE: Claims Review/Processing for Smart Savings Program

E-150-09

NIFS ID #: CQCO09000003 NIFS Entry Date: 8/27/09 Term: from 8/1/09 to 7/31/12

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Vendor ID#
Complete Management Solutions, LLC.	205351274-01
Address	Contact Person
55 Kennedy Drive, Suite 2	Pamela D'Apuzzo, Vice President
Hauppauge, New York 11788	Phone
	631-840-5218

County Department
Department Contact
Rhonda L. Maco
Address
240 Old Country Road, Suite 2
Mineola, New York 11501
Phone
516-571-2854

Routing Slip

DATE	DEPARTMENT	Internal Verification	DATE	SIGNATURE	Legal Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		Susan L. Maco	
8/27	OMB	NIFS Approval <input checked="" type="checkbox"/>	8/27	Rhonda L. Maco	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Not required if blanket resolution
8/28/09	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	8/28/09	P. Amato	
	County Attorney	CA Approval as to form <input type="checkbox"/>	8/28/09	Mark J. Maco	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/31	Wendy Goff	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	9/10	El H. Othman	
	Comptroller	NIFS Approval <input type="checkbox"/>	9/22	John J. Maco	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	9/22/09		

2A. 4304-005



Contract Summary

Description: Claims Review/Processing for Smart Savings Program
Purpose: The purpose of this contract is to provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses County employees married to other County employees, when they have out of pocket health insurance costs over \$2,000.
Method of Procurement: This is a contract with Complete Management Solutions, LLC. ("CMS") to provide personal services and was awarded after an RFP for a Plan Administrator was issued on June 4, 2009.
Procurement History: The County issued an RFP on June 4, 2009. The County did not receive any responses to the RFP and the deadline was extended. CMS, the current vendor, submitted the only proposal on July 28, 2009.
Description of General Provisions: Complete Management Solutions, LLC. will act as a Third-Party Administrator ("TPA") for the Smart Savings Program. The TPA will perform the following: <ol style="list-style-type: none"> 1. Review all claims of reimbursement submitted under the Smart Savings Program; 2. Make determinations of reimbursement; and 3. Notify the claimant(s) and the County of its reimbursement determination.
Impact on Funding / Price Analysis: Since only \$1,500 has been paid to CMS under the original 3 year contract for TPA services, an encumbrance of \$20,000 should be sufficient to cover this 3 year contract with two additional one (1) year renewals.
Change in Contract from Prior Procurement: N/A
Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	62N
Control:	10
Resp:	1100
Object:	DE
Transaction:	500

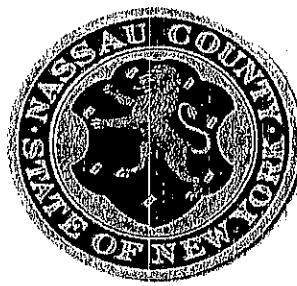
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$20,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$20,000

LINE	INDEX/OBJECT CODE	AMOUNT
①	COGEN1100/DE500	\$ 20,000.00
2		\$
4	INSURANCE SECTION	\$ (DATE)
6		\$
TOTAL		\$ 20,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Rhonda Maco Date: 8-27-09

NIFS Certification I certify that this document was accepted into NIFS.	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	County Executive Approval
Name:	Name:	Name:
Date: 9/22/09	Date:	Date: 9/22/09
		E #:



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: Complete Management Solutions, LLC.

CONTRACTOR ADDRESS: 55 Kennedy Drive, Suite 2, Hauppauge, NY 11788

FEDERAL TAX ID #: 205351274-01

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 **June 4, 2009**. Potential
proposers were made aware of the availability of the RFP by posting on the **County website, Newsday
advertisement and e-mail**. Two (2) potential proposers requested copies of the RFP. Proposals were
due on **July 9, 2009**. Only one (1) proposal was received and evaluated. The proposer was the previous
third party administrator for the Smart Savings Program.

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

The contract was originally executed by Nassau County on _____. 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 it was determined that only a few vendors performed the required services and an RFP would have been impractical. The contractors performance has been satisfactory.

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

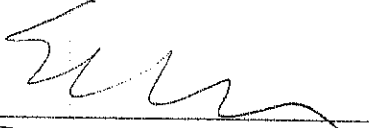
competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, 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.

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

8-27-09
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.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

Complete Management Solutions
55 Kennedy Drive, Suite 2
Hauppauge, NY 11788

T 631 232 4000
F 631 851 9227
www.cms-mgmt.com



Owners of Complete Management Solutions

Eunice Abrams	60%
55 Kennedy Drive	
Suite 2	
Hauppauge, NY 11788	

Pam D'Apuzzo	40%
55 Kennedy Drive	
Suite 2	
Hauppauge, NY 11788	

RULES RESOLUTION NO. 197-2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY COMPTROLLER, AND COMPLETE MANAGEMENT SOLUTIONS, LLC.

Passed by the Rules Committee**Nassau County Legislature**By Voice Vote on SEP 09 2009**VOTING:**ayes 8 nays 0 abstained 0 recused 0Legislators present: 8

WHEREAS, the County of Nassau, acting on behalf of the Office of the County Comptroller, has negotiated a personal services agreement with Complete Management Solutions, LLC in relation to processing claims as authorized by the Smart Savings Ordinance No. 82-2006, 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 personal services agreement with Complete Management Solutions, LLC.

RULES RESOLUTION NO. -- 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY COMPTROLLER, AND COMPLETE MANAGEMENT SOLUTIONS, LLC.

WHEREAS, the County of Nassau, acting on behalf of the Office of the County Comptroller, has negotiated a personal services agreement with Complete Management Solutions, LLC in relation to processing claims as authorized by the Smart Savings Ordinance No. 82-2006, 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 personal services agreement with Complete Management Solutions, LLC.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of the 26th day of August 2009 (the "EFFECTIVE DATE") (together with the schedules, appendices, attachments and exhibits, if any, this "AGREEMENT"), is entered into by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "COUNTY"), acting on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "COMPTROLLER"), and (ii) Complete Management Solutions, LLC., having an address at 55 Kennedy Drive, Suite 2, Hauppauge, New York 11788 ("CMS" or "CONTRACTOR"). Each party to this AGREEMENT shall also be known as a "PARTY" and in plurality as the "PARTIES".

WITNESSETH:

WHEREAS, the COUNTY and the COMPTROLLER are desirous of obtaining the services of the CONTRACTOR to review, analyze and audit claims for the Nassau County Smart Savings Program which is governed, in part, by Ordinance No. 82-2006, An Ordinance To Amend Ordinance No. 543-1995 and other existing and/or future collective bargaining agreements that may be applicable, as described in this AGREEMENT; and

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

WHEREAS, the CONTRACTOR desires to perform the services described in this AGREEMENT and represents its professional capability of providing such services; and

NOW, THEREFORE, in consideration of the premises, mutual covenants contained in this AGREEMENT and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES mutually agree, as follows:

1. For purposes of this AGREEMENT, wherever used herein, the term

"Smart Savings Program" refers to the legislation which took effect on January 1, 2007 (Ordinance No. 82-2006, An Ordinance To Amend Ordinance No. 543-1995) and provides that families of COUNTY employees may have only one health insurance policy per family and further provides that the family member who surrenders his/her health insurance policy receives a buyback of their coverage in the amount of \$2,000.00 for a family plan.

"Claimant" means a COUNTY employee who makes a claim for reimbursement pursuant to the Smart Savings Program.

"Determination of Reimbursement" means a medical reimbursement claim submitted to the CONTRACTOR by a Claimant who was previously covered by a second family health insurance policy but now has to pay more out-of-pocket expenses than he or she would have if the second insurance policy had been in effect.

2. Term. This AGREEMENT shall commence on August 1, 2009 and terminate on July 31, 2012, unless sooner terminated in accordance with the provisions of this AGREEMENT; provided,

however, that the COUNTY may renew this AGREEMENT, at its sole discretion, under the same terms and conditions for two (2) additional one (1) year periods.

3. Scope of Services. (a) The services to be provided by the CONTRACTOR under this AGREEMENT shall consist of reviewing and auditing claims for the Smart Savings Program ("Services"). In order to provide these Services, the CONTRACTOR will utilize the coordination of benefits standard contained in the New York State Health Insurance Plan ("NYSHIP") information book (the "Formula"). The Formula is annexed hereto as Exhibit "B". The Formula is subject to change pursuant to NYSHIP rules. The COMPTROLLER shall be responsible for notifying the CONTRACTOR as soon as possible if the Formula changes. In addition, the CONTRACTOR shall utilize the "Procedures for Filing a Claim for Reimbursement under the Smart Savings Program" and the "Reimbursement Form" attached hereto as Exhibit "C". The CONTRACTOR may use a reimbursement form that is substantially similar to the attached form and which has been approved for use by the COMPTROLLER.

(b) As part of its duties to review and analyze claims, the CONTRACTOR shall review all available information to advise the COUNTY as to whether a Claimant's reimbursements have reached a level where it would be fiscally in the COUNTY's best interest to provide the Claimant with a second insurance policy. Any determination that it is in the COUNTY's best interest to issue a second insurance policy will in no way affect any amount which the CONTRACTOR concludes that the Claimant is entitled to as reimbursement for covered expenses incurred prior to the issuance of a second insurance policy by the COUNTY.

(c) Claims Processing. Once a Claimant submits a claim for reimbursement to the CONTRACTOR, the CONTRACTOR shall forward a confirmation letter to the Claimant within five (5) business days acknowledging receipt thereof. A final determination of each claim shall be made and conveyed to both the Claimant and the COUNTY within thirty (30) days of receipt of each submission. If additional information is required before a determination can be made, the CONTRACTOR shall notify the Claimant in writing and provide the Claimant with fifteen (15) days in which to provide the additional information. The notification shall set forth the specific information needed from the Claimant. Once the additional information is received, the CONTRACTOR will send notice to the Claimant that such information has been received and the thirty (30) day determination period will begin five (5) days after such notice is sent by the CONTRACTOR. If the Claimant does not provide the required additional information, the CONTRACTOR shall make its determination within thirty (30) days from receipt of the initial information received from the Claimant based on the information the CONTRACTOR has in its possession. It shall be the responsibility of the CONTRACTOR to respond directly to each Claimant's inquiry. The CONTRACTOR shall also have the responsibility of providing to the Claimant any requested information relating to the claim or the claim submission process, including the CONTRACTOR's procedures for processing and auditing claims. Such information shall be given to the Claimant in a timely manner and in accordance with the terms and conditions of this AGREEMENT.

If a claim for reimbursement is denied, in whole or in part, the CONTRACTOR will send notification to the Claimant in a concise and easy-to-read manner. The notification shall include the following: (1) the precise reason(s) for the denial; (2) any and all references to the specific plan provisions upon which the denial was based; and (3) a description of any additional material or information required in order to perfect the claim, including an explanation of why such information is required.

4. Payment. (a) Amount of Consideration. (i) The amount to be paid to the CONTRACTOR as full consideration for the CONTRACTOR's Services under this AGREEMENT shall be a sum not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00), inclusive of all costs and expenses (the "Maximum Amount"), payable at a rate of One Hundred Fifty and 00/100 Dollars (\$150.00) per hour not to exceed \$600.00 per claim without prior approval from the Comptroller's Office. Such Maximum Amount may be adjusted by mutual written agreement between the PARTIES. The County will not pay for overhead charges such as telephone calls and written correspondence but will pay for actual postage charges incurred on behalf of Smart Savings Claims. Any postage charges shall be listed as a separate charge on any claims submitted by the Contractor for payment.

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

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

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

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this AGREEMENT expressly states otherwise, payments to the CONTRACTOR following the termination of this AGREEMENT shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this AGREEMENT to be performed, and (iii) not performed after the CONTRACTOR received notice that the COUNTY did not desire to receive such services.

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

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

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

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

(c) Protection of Client Information. The PARTIES hereby acknowledge that in the course of performance under this AGREEMENT, each party may learn, receive, be exposed to or acquire confidential information including, but not limited to, all names, addresses, dates of birth, social security numbers, reports, records, summaries, and medical information, whether written or oral, fixed in hard copy or contained in any computer database or computer readable form, as well as any information identified as confidential by the other party (hereinafter, "Confidential Information"). The PARTIES including their employees, agents, or representative (i) shall not disclose to any third parties, any Confidential Information of the other party except as otherwise permitted by this AGREEMENT, required by applicable law, or upon legal compulsion, (ii) shall permit use of such Confidential Information only by employees, agents, and representatives having a need to use such Confidential Information in connection with performance of their obligations under this AGREEMENT and (iii) shall ensure that each of their employees, agents and representatives maintain the confidentiality of such Confidential Information. All Confidential Information which is not considered publicly available relating to the business of the COUNTY and all employee-related information which is received by the CONTRACTOR in the course of performing the Services, is Confidential Information and shall be held by the CONTRACTOR, its employees, agents and assignees, in confidence and in compliance with all confidentiality and privacy laws and regulations, except to the extent required by law or unless COUNTY so authorizes. This includes, but is not limited to, any legal requirements of the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"). The CONTRACTOR has executed a Business Associate Appendix, attached as Exhibit "A".

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

(b) The CONTRACTOR shall deliver services under this AGREEMENT in a professional manner consistent with the best practices of the industry in which the CONTRACTOR operates. The CONTRACTOR shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all CONTRACTOR

Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this AGREEMENT.

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

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

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

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

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

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this AGREEMENT, copies of current certificates of insurance evidencing the insurance coverage required by this AGREEMENT shall be delivered to the COMPTROLLER. 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 COMPTROLLER of the same and deliver to the Department renewal or replacement certificates of insurance. The CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this AGREEMENT and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the CONTRACTOR to maintain the other required coverages shall be deemed a material breach of this AGREEMENT upon which the COUNTY reserves the right to consider this AGREEMENT terminated as of the date of such failure.

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

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

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

(b) By the Contractor. This AGREEMENT may be terminated by the CONTRACTOR if performance becomes impracticable through no fault of the CONTRACTOR, where the impracticability relates to the CONTRACTOR's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the CONTRACTOR delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the CONTRACTOR is terminating this AGREEMENT in accordance with this subsection, (ii) the date as of which this AGREEMENT will terminate, and (iii) the facts giving rise to the CONTRACTOR's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the COMPTROLLER (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

13. Accounting Procedures; Records. The CONTRACTOR shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this AGREEMENT, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this AGREEMENT. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the CONTRACTOR is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the COMPTROLLER, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this AGREEMENT.

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

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

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this AGREEMENT, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this AGREEMENT.

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

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this AGREEMENT or required by Law, exclusive original jurisdiction for all claims or actions with respect to this AGREEMENT shall be in the Supreme Court in Nassau County in New York State and the PARTIES expressly waive any objections to the same on any grounds, including venue and forum non

conveniens. This AGREEMENT is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

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

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this AGREEMENT, in the event of an actual conflict between the terms and conditions set forth above the signature page to this AGREEMENT and those contained in any schedule, exhibit, appendix, or attachment to this AGREEMENT, the 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.

19. 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.

20. 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.

21. Administrative Service Charge. The CONTRACTOR agrees to pay the COUNTY an administrative service charge of One Hundred and Sixty Dollars and 00/100 (\$160.00) for the processing of this AGREEMENT pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the COUNTY by the CONTRACTOR upon signing this AGREEMENT.

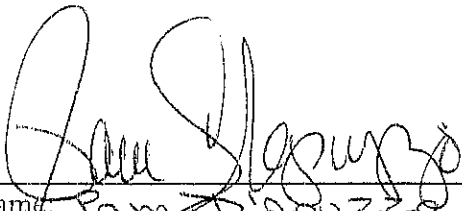
22. Executory Clause. Notwithstanding any other provision of this AGREEMENT:

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

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

IN WITNESS WHEREOF, the CONTRACTOR and the COUNTY have executed this AGREEMENT as of the date first above written.

COMPLETE MANAGEMENT SOLUTIONS, LLC.

By: 
Name: Pam D'Apuzzo
Title: PRESIDENT - Cms
Date: 8-26-09

NASSAU COUNTY

State of New York }
 } SS.:
County of Nassau }

I, Churni R. Diamond, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with Complete Management Solutions, LL on behalf of the Nassau County Comptroller's Office.

on file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature this 25th day of September 20 09

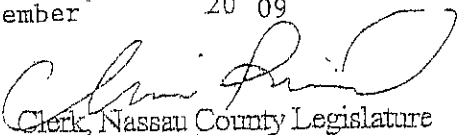

Clerk, Nassau County Legislature
Nassau County, N.Y.



Exhibit A

Federal Health Insurance Portability and Accountability Act (HIPAA) Business Associate Appendix

I. Definitions:

- (a) Business Associate shall mean the CONTRACTOR.
- (b) Covered Program shall mean the DEPARTMENT.
- (c) Other terms used, but not otherwise defined, in this agreement shall have the same meaning as those terms in the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, including those at 45 CFR Parts 160 and 164.

II. Obligations and Activities of the Business Associate:

- (a) The Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.
- (b) The Business Associate agrees to use the appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Agreement.
- (d) The Business Associate agrees to report to the Covered Program, any use or disclosure of the Protected Health Information not provided for by this Agreement, as soon as reasonably practicable of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subProvider, to whom it provides Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Program agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of the Covered Program, and in the time and manner designated by the Covered Program, to Protected Health Information in a Designated Record Set, to the Covered Program or, as directed by the Covered Program, to an individual in order to meet the requirements under 45 CFR 164.524, if the business associate has protected health information in a designated record set.
- (g) The Business Associate agrees to make amendment(s) to Protected Health Information in a designated record set that the Covered Program directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Program or an individual, and in the time and manner designated by Covered Program, if the business associate has protected health information in a designated record set.
- (h) The Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of, the Covered Program available to the Covered Program, or to the Secretary of Health and Human Services, in a time and manner designated by the Covered Program or the

Secretary, for purposes of the Secretary determining the Covered Program's compliance with the Privacy Rule.

- (i) The Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528. No such disclosures shall be made without the prior written permission of the New York State Department of Health, Office of Medicaid Management.
- (j) The Business Associate agrees to provide to the Covered Program or an Individual, in time and manner designated by Covered Program, information collected in accordance with this Agreement, to permit Covered Program to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

III. Permitted Uses and Disclosures by Business Associate

(a) General Use and Disclosure Provisions

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

(b) Specific Use and Disclosure Provisions:

- (1) Except as otherwise limited in this Agreement, and only with the prior written permission of the Department the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (2) The Business Associate may use Protected Health Information to report violations of law to appropriate federal and State authorities, consistent with 45 CFR 164.502(j)(1).

IV. Obligations of Covered Program

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

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

- (c) The Covered Program shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Program has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected Health Information.

V. Permissible Requests by Covered Program

The Covered Program shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Program. Such Medicaid Protected Health Data may not be in any way permanently combined with other information gained from other sources.

VI. Term and Termination

- (a) *Term.* Effective April 14, 2003 in the event of termination for any reason, all of the Protected Health Information provided by Covered Program to Business Associate, or created or received by Business Associate on behalf of Covered Program, shall be destroyed or returned to Covered Program, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in The Agreement.
- (b) *Termination for Cause.* Upon the Covered Program's knowledge of a material breach by Business Associate, Covered Program may provide an opportunity for the Business Associate to cure the breach and end the violation or may terminate this Agreement and the master Agreement if the Business Associate does not cure the breach and end the violation within the time specified by Covered Program, or the Covered Program may immediately terminate this Agreement and the master Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- (c) *Effect of Termination.*
 - (1) Except as provided in paragraph (c)(2) below, upon termination of this Agreement, for any reason, the Business Associate shall return or destroy all Protected Health Information received from the Covered Program, or created or received by the Business Associate on behalf of the Covered Program. This provision shall apply to Protected Health Information that is in the possession of subProviders or agents of the Business Associate. The Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Program notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, the Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. Violations

- (a) It is further agreed that any violation of this agreement may cause irreparable harm to the State, therefore the State may seek any other remedy, including an injunction or specific performance for such harm, without bond, security or necessity of demonstrating actual damages.

- (b) The business associate shall indemnify and hold the State harmless against all claims and costs resulting from acts/omissions of the business associate in connection with the business associate's obligations under this agreement.

Miscellaneous

- (a) *Regulatory References.* A reference in this Agreement to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Program to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- (c) *Survival.* The respective rights and obligations of the Business Associate under Section VI of this Agreement shall survive the termination of this Agreement.
- (d) *Interpretation.* Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Program to comply with the HIPAA Privacy Rule.
- (e) If anything in this agreement conflicts with a provision of any other agreement on this matter, this agreement is controlling.
- I. *HIV/AIDS.* If HIV/AIDS information is to be disclosed under this agreement, the business associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F.

COMPLETE MANAGEMENT SOLUTIONS, LLC.

By: _____

Name: _____

Title: _____

Date: _____

NYSHIP Coordination of Benefits Formula

The NYSHIP coordination of benefits standard provides for 100% reimbursement of co-pays for in-network expenses, including prescription drug co-pays for "preferred prescriptions". For out-of-network expenses, 80% of customary and reasonable fees are covered under the insurance plan. The remaining 20% of these fees will be 100% reimbursed.

Exhibit C

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

IMPORTANT

1. The Smart Savings Reimbursement Form should be used when a family covered by the Smart Savings Program has expended in excess of \$2,000.00 for expenses that would have otherwise been reimbursed under a second family health insurance plan.
2. When you submit your first claim for reimbursement, you must include one or more Explanation of Benefits forms ("EOBs") verifying out-of-pocket expenses that would otherwise have been reimbursed under a second family health insurance plan in excess of \$2,000.00. **If you do not submit EOBs totaling \$2,000.00, your claim for reimbursement will be returned to you unprocessed.**
3. You only need to submit proof of expenses totaling \$2,000.00 once per plan year in order to be reimbursed for your additional expenses.
4. Be sure to print clearly and legibly using either black or blue ink when completing the form.
5. A claim for reimbursement cannot be processed without the claimant's Insurance Card Number.
6. Completed Reimbursement Forms along with the Explanation of Benefits (EOBs) should be mailed directly to the Plan Administrator.
7. You may submit either original documents or copies. If the copies submitted are illegible, the Plan Administrator reserves the right to return the submission to the claimant unprocessed. If you are submitting multiple Reimbursement Forms in one envelope, please paper clip the appropriate Reimbursement Form, EOBs and any additional documentation together.
8. The Plan Administrator reserves the right to request additional documentation from claimants prior to processing a claim.
9. The deadline for submission of reimbursements for the year 2009 is May 1, 2010.

SUBMISSION INSTRUCTIONS

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

NASSAU COUNTY SMART SAVINGS PROGRAM

c/o Pamela D'Apuzzo

Complete Management Solutions, LLC.

55 Kennedy Drive, Suite 2

Hauppauge, New York 11788

(631) 840-5218

All inquiries regarding reimbursement under the Smart Savings Program should be directed to the Plan Administrator. Reimbursement Forms may be obtained from the Nassau County Comptroller website: www.nassaucountyny.gov/agencies/comptroller or by calling the Plan Administrator at 631-840-5218.

NASSAU COUNTY SMART SAVINGS PROGRAM
c/o Pamela D'Apuzzo
COMPLETE MANAGEMENT SOLUTIONS, LLC.
55 Kennedy Drive, Suite 2
Hauppauge, New York 11788
(631) 840-5218

NASSAU COUNTY SMART SAVINGS PROGRAM REIMBURSEMENT FORM

PRIMARY INSURED INFORMATION

PRIMARY INSURED _____

Middle Last Name First Name

PRIMARY INSURED'S ADDRESS _____

Telephone Number _____ Is this a change of Address? Yes _____ No _____

Insurance Card # _____

PATIENT INFORMATION

1) PATIENT'S NAME _____

PATIENT'S ADDRESS _____

(If different from primary insured's address)

RELATIONSHIP TO PRIMARY INSURED _____ DATE OF BIRTH _____

SEX: M _____ F _____

PATIENT INFORMATION

2) PATIENT'S NAME _____

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

RELATIONSHIP TO PRIMARY INSURED _____ DATE OF BIRTH _____

SEX: M _____ F _____

*Use a separate sheet for additional patients.

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

EXPENSES

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

* Attach additional sheets if necessary.

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

SIGNATURE _____

DATE _____

Mail to:

NASSAU COUNTY SMART SAVINGS PROGRAM
c/o Pamela D'Apuzzo
Complete Management Solutions, LLC.
55 Kennedy Drive, Suite 2
Hauppauge, New York 11788
(631) 840-5218

Complete Management Solutions
55 Kennedy Drive, Suite 2
Hauppauge, NY 11788

T 631 232 4000
F 631 851 9227
www.cms-mgmt.com



Owners of Complete Management Solutions

Eunice Abrams	60%
55 Kennedy Drive	
Suite 2	
Hauppauge, NY 11788	

Pam D'Apuzzo	40%
55 Kennedy Drive	
Suite 2	
Hauppauge, NY 11788	



E-54-15

Contract Details

SERVICE Claims/review Smart Savings Pgm

NIFS ID #: CLCO15000006 NIFS Entry Date: 3/9/15 Term: from 12/5/14 to 7/31/15

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution RES# <input type="checkbox"/>

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name R R Health Strategies, LLC	Vendor ID# 455131448-01
Address 926 RXR Plaza Uniondale, NY 11556	Contact Person Palma D'Apuzzo Phone (631) 231-0505

County Department
Department Contact Michael E. Olney
Address 210 Old Country Road, Mineola, NY
Phone 571-2677

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	3/18/15	[Signature]	
3/18	OMB	NIFS Approval <input type="checkbox"/>	3/18/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	3/18/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form <input type="checkbox"/>	3/18/15	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	3/23/15	[Signature]	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	4/13/15	[Signature]	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	4/13/15	[Signature]	
3/17/15	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	3/17/15	[Signature]	

* Subject to insurance certificate



Contract Summary

Description: Claims Review/Processing for Smart Savings Program

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

Method of Procurement: This is a contract amendment with R R Health Strategies, successor to Complete Management Solutions, LLC ("CMS") to provide personal services which was awarded the original contract after a Request for Proposals ("RFP") for a Plan Administrator was issued on June 4, 2009.

Procurement History: The Comptroller's Office issued a request for proposals. The County did not receive any responses to the RFP and the deadline was extended. The current vendor submitted the only proposal on July 28, 2009.

Description of General Provisions: Vendor is to act as a Third-Party Administrator ("TPA") for the Smart Savings Program. The TPA is to review all claims of reimbursement, and notify the claimant(s) and the County of its reimbursement determination.

Impact on Funding / Price Analysis: \$20,000 per year for the period covered by this Amendment.

Change in Contract from Prior Procurement: The maximum amount of the original contract shall be increased by ~~\$20,000.00~~ ^(\$45,000.00). As a result, the total amount payable to the contractor for all services provided under this agreement shall be ~~\$45,000.00~~ ^{\$65,000.00}.

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	CO 10
Resp:	1100
Object:	DE500
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$20,000 ^(\$45,000)
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$20,000 ^(\$65,000)

LINE	INDEX/OBJECT CODE	AMOUNT
3	COGEN1100/DE500	\$20,000 ^{\$45,000}
X		\$
X		\$
X		\$
X		\$
X		\$
TOTAL		\$20,000 ^{\$45,000}

Document Prepared By: _____

Date: _____

NIFS Certification I certify that this document was accepted into NIFS. Name: <u>U. M. ...</u> Date: <u>3/9/15</u>		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <u>[Signature]</u> Date: <u>4/13/15</u>		County Executive Approval Name: <u>[Signature]</u> Date: <u>3/23/15</u>	
PR5254 (8/04)		4/17/15		E #: _____	

E-54-15

RULES RESOLUTION NO. 68 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE OFFICE OF THE NASSAU COUNTY
COMPTROLLER, AND RR HEALTH STRATEGIES, LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-30-15
VOTING:
ayes 7 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with RR Health Strategies, LLC to provide claims review, processing, and auditing for reimbursement of claims submitted under the Smart Savings Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with RR Health Strategies, LLC.

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE OFFICE OF THE NASSAU COUNTY
COMPTROLLER, AND RR HEALTH STRATEGIES, LLC

WHEREAS, the County has negotiated an amendment to a personal services agreement with RR Health Strategies, LLC to provide claims review, processing, and auditing for reimbursement of claims submitted under the Smart Savings Program, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with RR Health Strategies, LLC.

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: RR Health Strategies, LLC _____

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, New York, 11556 _____

FEDERAL TAX ID #: 455131448-01 _____

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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 9/22/09. 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 a written request for proposals was issued on June 4, 2009. Potential proposers were made aware of the availability of the RFP by posting on the County website, Newsday advertisement and email. Two (2) potential proposers requested copies of the RFP. Only one (1) proposal was received and evaluated. 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.

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
3/18/15
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.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 2

This AMENDMENT, dated as of November __.-2014 (together with the attachments, appendices and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) RR Health Strategies, LLC, as successor-in-interest to RR Health Strategies, LLC, having its principal office at 926 RXR Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO9000003 between the County and the Contractor, executed on behalf of the County on September 22, 2009, as amended by Amendment 1 County contract number _CQCO9000003, executed on behalf of the County on September 22, 2009 (the "Original Agreement"), the Contractor provides claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from August 1, 2009 to July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew this Agreement, at its sole discretion, under the same terms and conditions for two (2) additional one (1) year period.

WHEREAS, the maximum amount that the County agreed to pay the Contractor as full consideration for the Services was not to exceed twenty-two thousand and 00/100 Dollars (\$22,000.00) ("Maximum Amount").

WHEREAS; the County and the Contractor desire to amend the Original Agreement; and,

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

1. Term Extension. The Original Agreement shall be extended for an additional two (2) year period, so that the termination date of the Original Agreement as amended by this Amendment ("Amended Agreement") shall be July 31, 2015.

2. Compliance with Law. Section 7(a) of the Original Agreement is hereby deleted in its entirety and restated as follows:

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

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

- a. The Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- b. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- c. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance and shall provide to the County any information necessary to maintain the certification's accuracy.

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ten thousand and 00/100 dollars (\$10,000.00) so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Amended Agreement shall be thirty two thousand and 00/100 dollars (\$32,000.00) ("Amended Maximum Amount").
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

RR Health Strategies, LLC

By: *Palma D'Apuzzo*

Name: Palma D'Apuzzo

Title: President

Date: 3/19/15

*name
of*

Reeve

N.Y.

*nty
9, 2016*

NASSAU COUNTY

By: *Charles F. Farnsworth*

Name: Charles F. Farnsworth

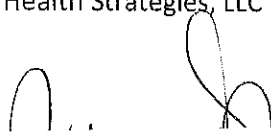
Title: Dep. County Exec.

Date: 5/1/15

3. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ten thousand and 00/100 dollars (\$10,000.00) so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Amended Agreement shall be thirty two thousand and 00/100 dollars (\$32,000.00) ("Amended Maximum Amount").
4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the remainder of the Amended Agreement.

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

RR Health Strategies, LLC



State of New York
}SS.:
County of Nassau}

I, William J. Muller III, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with, RR Health Strategies, LLC

On behalf of the Nassau County Office of

CO

On file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature the 7th day of May 2015



Clerk, Nassau County Legislature
Nassau County, N.Y.

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the ____ day of April in the year 2015 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation 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

STATE OF NEW YORK)

) ss.:

COUNTY OF NASSAU)

On the 1 day of May in the year 2015 before me personally came Charles R. Bando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto Pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci

CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PE0259025
Qualified in Nassau County
Commission Expires April 02, 2016

Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

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

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

- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department

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

- (g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.
- (h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.
- (i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.
- (j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.
- (k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.
- (l) The Contractor shall be bound by the provisions of Section 109 of Local Law

No. 14-2002 providing for enforcement of violations as follows:

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation.

If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

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

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

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of Contractor is:

Palma D'Apuzzo

(Name)

926 RKR Plaza, Uniondale NY 11556

(Address)

631-231-0505

(Telephone Number)

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

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

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

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

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

3/19/15
Dated _____
Palma D'Apuzzo
Signature of President _____

Palma D'Apuzzo
Name of President _____

SUSAN C REEVES
Notary Public, State of New York
NO. 01RE6113074
Qualified in Suffolk County
Commission Expires July 19, 2016

Sworn to before me this

19 day of March, 2015.

Susan Reeves
Notary Public

**Contract Details**

SERVICE: Claims Review/Processing for Smart Savings Program

NIFS ID #: CLCO12000016-01 NIFS Entry Date: 6/14/12 Term: from 8/1/12 to 7/31/13

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES# _____

1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

Agency Information

Vendor	
Name RR Health Strategies, LLC as successor-in-interest to Complete Management Solutions, LLC	Vendor ID# 455131448
Address 926 RXR Plaza Uniondale, NY 11556	Contact Person Pamela D'Apuzzo Phone 631-231-0505

County Department
Department Contact Christopher Leimone
Address 240 Old Country Road, 2 nd Floor Mineola, New York 11501
Phone 516-571-2677

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	6/28/12	<i>[Signature]</i>	
6/28	OMB	NIFS Approval (Contractor Registered)	6/28	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/29/12	County Attorney	CA RE & Insurance Verification	6/29/12	<i>[Signature]</i>	
07/25/12	County Attorney	CA Approval as to form	07/25/12	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
07/25/12	County Attorney	NIFS Approval	07/25/12	<i>[Signature]</i>	
	Comptroller	NIFS Approval	6/28/12	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	8/1/12	<i>[Signature]</i>	



Contract Summary

Description: Claims Review/Processing for Smart Savings Program
Purpose: To provide claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program, which reimburses County employees married to other County employees, when they have out of pocket health insurance costs over \$2,000.
Method of Procurement: This is a contract amendment with vendor to provide personal services and was awarded after a Request For Proposals ("RFP") for a Plan Administrator was issued on June 4, 2009.
Procurement History: The County issued a RFP on June 4, 2009. The County did not receive any responses to the RFP and the deadline was extended. The current vendor submitted the only proposal on July 28, 2009.
Description of General Provisions: Vendor is to act as a Third-Party Administrator ("TPA") for the Smart Savings Program. The TPA is to review all claims of reimbursement submitted under the Smart Savings Program, make determination of reimbursement, and notify the claimant(s) and the County of its reimbursement determination.
Impact on Funding/Price Analysis: \$5,000
Change in Contract from Prior Procurement: The maximum amount of the original contract shall be increased by \$5,000. As a result, the total amount payable to the contractor for all services provided under this agreement shall be \$25,000.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1100
Object:	DE50
	0
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$5,000
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$5,000

LINE	INDEX/OBJECT CODE	AMOUNT
X		\$
2	COGEN1100 DE500	\$5,000
3		\$
5		\$
6		\$
TOTAL		\$5,000

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: CHRIS Leimone

Date: 6/25/12

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name _____	Date _____
Date _____	Date _____	(For Office Use Only)
		E #:

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: RR Health Strategies, LLC as successor-in-interest to Complete Management Solutions, LLC

CONTRACTOR ADDRESS: 926 RXR Plaza, Uniondale, NY 11556

FEDERAL TAX ID #: 455131449-01

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 _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), 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 September 22, 2009. 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 a request for proposals was issued. The County extended the proposal deadline after initially failing to receive a response from potential vendors. The current vendor submitted the only proposal on July 28, 2009. [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.

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

6/28/18
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.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

DOCUMENT CATEGORY : CL CONTRACT INCREASE /CHANGE TERMS
 ENTERED BY : MARKERT, VALERIE 1-6552
 DOCUMENT NUMBER : CLC012000016 INITIATING DEPT : CO
 INPUT PERIOD (MM YYYY) : 06 2012 JUNE
 VENDOR NUMBER / SUFFIX : 455131448 01 APPROVAL TYPE : 01
 VENDOR NAME : RR HEALTH STRATEGIES, LLC
 VENDOR ADDRESS : 926 RXR PLAZA

COUNTRY : UNIONDALE NY 11556
 ALPHA VENDOR : USA
 BANK NUMBER : RR HEALTH STRATEGIES, LLC
 DUE DATE : TREAS NO :
 DOCUMENT AMOUNT : 5,000.00 SINGLE CHECK :
 NUMBER OF LINES : 1 CURRENCY CODE :
 TRANSACTION CODE HASH : RESPONSIBLE UNIT :
 TERMS :
 POSTING/EDIT ERRORS : NOTEPAD (Y OR N) : N

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
 F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F12-ADL FCTNS
 G014 - RECORD FOUND

LINK TO:

ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS

5:14 PM

DOCUMENT : CLC012000016 - 01 INPUT PER: 06 2012 AMOUNT :

5,000.00

TRANS CODE	:	109	ADD A SUFFIX TO A CONTRACT
DOCUMENT REF	:	CQCO09000003 02	
TRANS DESC.	:	SMARTS SAVINGS PGM 8/1/12 TO 7/31/13	
TRANS AMOUNT	:	5,000.00	
INDEX	:	COGEN1100	ADMINISTRATION
SUBJECT	:	DE500	MISCELLANEOUS CONTRACTUAL SERV
UCODE/ORD#/DRC	:		
GRANT	:		
GRANT DETAIL	:		
PROJECT	:		
PROJECT DETAIL	:		
START DATE	:		
END DATE	:		

FINANCIAL ERRORS :

F1-HELP	F2-SELECT	F3-DELETE	F4-PRIOR	F5-NEXT
F7-VIEW DOC	F9-LINK	F10-SAVE		

G008 - NEXT RECORD DISPLAYED

RR Health Strategies, LLC
926 RXR Plaza
Uniondale, NY 11556
T 631-231-0505

June 1, 2012

Yvette A. Andrews
Nassau County Comptroller's Office
240 Old Country Road, Suite 210
Mineola, New York 11501

Dear Yvette:

I am pleased to announce that I have established a new strategic affiliation with the law firm of Rivkin Radler LLP, for the purpose of continuing the business operations of Complete Management Solutions, LLC ("CMS"). Our new business name is RR Health Strategies, LLC ("RRHS"). RRHS will provide non-legal business consulting services to medical providers and institutions. I am happy to inform you that all of our personnel will be joining me at RRHS, so you will continue with the same people under my direction.

Please be aware that, despite the affiliation of Rivkin Radler LLP with our new consulting company, RRHS will not provide any legal services to Client. As a result, there will be no attorney-client privilege between RRHS and Client with respect to the non-legal, business consulting services that RRHS will provide to Client. Should Client require legal services, Client will need to retain separate legal counsel of its own choosing.

We are all excited to enter into this new chapter with you.

Yours truly,

Pam D'Apuzzo

AMENDMENT NO. I

This AMENDMENT, dated as of June 18, 2012, (together with the attachments, appendices and exhibits, if any, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Comptroller, having its principal office at 240 Old Country Road, Mineola, New York 11501 (the "Department"), and (ii) RR Health Strategies, LLC, as successor-in-interest to Complete Management Solutions, LLC., having its principal office at 926 RXR Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO09000003 between the County and the Contractor, executed on behalf of the County on September 22, 2009 (the "Original Agreement"), the Contractor provides claims review, processing and audit for reimbursement of claims submitted under the Smart Savings Program (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from August 1, 2009 to July 31, 2012, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew this Agreement, at its sole discretion, under the same terms and conditions for two (2) additional one (1) year periods.

WHEREAS, the maximum amount that the County agreed to pay the Contractor as full consideration for the Services was not to exceed twenty thousand and 00/100 Dollars (\$20,000.00) ("Maximum Amount").

WHEREAS, the County and the Contractor desire to amend the Original Agreement; and,

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for an additional one (1) year period, so that the termination date of the Original Agreement as amended by this Amendment ("Amended Agreement") shall be July 31, 2013.
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by two thousand and 00/100 dollars (\$2,000.00) so that the maximum amount that the County shall pay the Contractor as full consideration for all Services provided under the Amended Agreement shall be twenty two thousand and 00/100 dollars (\$22,000.00) ("Amended Maximum Amount").

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

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

RR Health Strategies, LLC

State of New York}
 }SS.:
County of Nassau}

I, William J. Muller III, Clerk of the Legislature, do hereby certify that the foregoing is a true and correct copy of the original agreement with Health Strategies, LLC

On behalf of the Nassau County, Office of, Comptroller

On file in this office of the Legislature and is of the whole said original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed seal of the Nassau County Legislature the 17th day of November, 2015



Clerk, Nassau County Legislature
Nassau County, N.Y.

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 18th day of June in the year 2022 before me personally came

Palma D. Spurno to me personally known, who, being by me duly sworn, did depose

and say that he or she resides in the County of Suffolk; that he or she is the

President of RR Health Strategies, 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.

Sam Davies

JEAN M. DAVINO

No. 30-4739837

Notary Public, State of New York

Qualified in Nassau County

Commission Expires 5/31/15

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 1 day of August in the year 2012 before me personally came

Richard E. Wisiker to me personally known, who, being by me duly sworn, did depose

and say that he or she resides in the County of NASSAU; that he or she is a Deputy

County Executive of the County of Nassau, the municipal corporation described herein and

which executed the above instrument; and that he or she signed his or her name thereto pursuant

to Section 205 of the County Government Law of Nassau County.

Concetta A Petrucci

CONCETTA A PETRUCCHI

Notary Public, State of New York

No. 01PE6259026

Qualified in Nassau County

Commission Expires April 02, 2014