# L E G I S L A T I V E  C A L E N D A R

**NASSAU COUNTY LEGISLATURE**
**MINEOLA, NEW YORK**

**COMMITTEE MEETINGS**
**JANUARY 9, 2017 1:00 P.M**

1. 1:00 P.M. Committee Agendas

   Documents:

   E-1-9-17.PDF
   F-1-9-17.PDF
   GS-1-9-17.PDF
   H-1-9-17.PDF
   MA-1-9-17.PDF
   PL-1-9-17.PDF
   PS-1-9-17.PDF
   PW-1-9-17.PDF
   R-1-9-17.PDF
   TV-1-9-17.PDF
   VS-1-9-17.PDF

2. 1:00 P.M. Contracts

   Documents:

   A-42-16 NCWEB.PDF
   B-37-16 NCWEB.PDF
   E-265-16 NCWEB.PDF
   E-280-16 NCWEB.PDF
   E-281-16 ADDITIONAL BACKUP NCWEB.PDF
   E-281-16 NCWEB.PDF
   E-282-16 NCWEB.PDF

3. 1:00 P.M. Addendum Agenda

   Documents:

   F-1-9-17 ADDENDUM.PDF
   H-1-9-17 ADDENDUM.PDF
   R-1-9-17 ADDENDUM.PDF

# PUBLIC NOTICE

PLEASE TAKE NOTICE THAT THE NASSAU COUNTY LEGISLATURE WILL HOLD **COMMITTEE MEETINGS OF THE LEGISLATURE ON MONDAY, JANUARY 9, 2017 STARTING AT 1:00 PM AND WILL HOLD A FULL SESSION OF THE LEGISLATURE ON MONDAY, JANUARY 23, 2017 STARTING AT 1:00 PM** IN THE PETER J. SCHMITT MEMORIAL LEGISLATIVE CHAMBER, 1st FLOOR, THEODORE ROOSEVELT EXECUTIVE AND LEGISLATIVE BUILDING, 1550 FRANKLIN AVENUE, MINEOLA, NEW YORK 11501.

| COMMITTEE | TIME |
|---|---|
| PUBLIC SAFETY | 1:00PM |
| PLANNING, DEVELOPMENT & THE ENVIRONMENT | 1:00PM |
| TOWNS, VILLAGES AND CITIES | 1:00PM |
| ECONOMIC & COMMUNITY DEVELOPMENT & LABOR | 1:00PM |
| PUBLIC WORKS AND PARKS | 1:00PM |
| HEALTH AND SOCIAL SERVICES | 1:00PM |
| GOVERNMENT SERVICES AND OPERATIONS | 1:00PM |
| MINORITY AFFAIRS | 1:00PM |
| VETERANS AND SENIOR AFFAIRS | 1:00PM |
| FINANCE | 1:00PM |

**MICHAEL C. PULITZER**
**Clerk of the Legislature**
**Nassau County, New York**

**Dated: January 2, 2017**
**Mineola, NY**

As per the Nassau County Fire Marshall's Office, the Peter J. Schmitt Memorial Legislative Chamber has a maximum occupancy of 251 people and the outer chamber which will stream the meeting live, has a maximum occupancy of 72. Passes will be distributed on a first come first served basis beginning one half hour before the meeting begins and attendees will be given an opportunity to sign in to address the Legislature for a maximum of three minutes. Public comment is limited to Agenda items. The Nassau County Legislature is committed to making its public meetings accessible to individuals with disabilities and every reasonable accommodation will be made so that they can participate. Please contact the Office of the Clerk of the Legislature at 571-4252, or the Nassau County Office for the Physically Challenged at 227-7101 or TDD Telephone No. 227-8989 if any assistance is needed. Every Legislative meeting is streamed live on http://www.nassaucountyny.gov/agencies/Legis/index.html.

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# ECONOMIC & COMMUNITY DEVELOPMENT & LABOR COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Denise Ford – Chairwoman**
**Howard Kopel– Vice Chairman**
**James Kennedy**
**Steven Rhoads**
**Carrié Solages – Ranking**
**Siela A. Bynoe**
**Ellen Birnbaum**

**Michael C. Pulitzer, Clerk of the Legislature**

# THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# FINANCE COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Richard Nicolello – Chairman**
**Vincent Muscarella – Vice Chairman**
**Rose Marie Walker**
**Donald MacKenzie**
**Siela A. Bynoe, Ranking**
**Laura Curran**
**Ellen Birnbaum**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **584-16** | **DA** | **F, R** | **RESOLUTION NO. - 2017**<br>A RESOLUTION TO INCREASE THE PETTY CASH FUND OF THE OFFICE OF THE DISTRICT ATTORNEY PURSUANT TO THE NASSAU COUNTY ADMINISTRATIVE CODE 584-16(DA) |
| **601-16** | **AT** | **F, R** | **RESOLUTION NO. - 2017**<br>A RESOLUTION DECLARING A CAPITAL BUDGET EMERGENCY PURSUANT TO §310D OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 601-16(AT) |
| **602-16** | **PW** | **F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY. 602-16(PW) |
| **607-16** | **TR** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION TO AMEND RESOLUTION 387-2008, AS LAST AMENDED BY RESOLUTION NO.244-2015, TO DESIGNATE NEWSPAPERS TO PUBLISH AND IDENTIFY THE REAL PROPERTY, LISTED BY SCHOOL DISTRICT NUMBER, LOCATED WHOLLY OR PARTLY IN THE TOWN OF HEMPSTEAD, TOWN OF NORTH HEMPSTEAD, TOWN OF OYSTER BAY, CITY OF GLEN COVE AND CITY OF LONG BEACH, ON WHICH REAL ESTATE TAX LIENS ARE SUBJECT TO SALE BY THE COUNTY TREASURER FOR UNPAID TAXES, PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 607-16(TR) |
| **608-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 608-16(OMB) |
| **609-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH EMERGENCY MANAGEMENT, PUBLIC WORKS, HEALTH, AND THE MEDICAL EXAMINER. 609-16(OMB) |
| **610-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 610-16(OMB) |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **612-16** | **PK** | **F, R** | **RESOLUTION NO. - 2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE SEA CLIFF CHAMBER PLAYERS, INC. 612-16(PK) |
| **618-16** | **OMB** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 618-16(OMB) |
| **621-16** | **OMB** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 621-16(OMB) |
| **624-16** | **OMB** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 624-16(OMB) |
| **1-17** | **PK** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE ARTISTS IN PARTNERSHIP, INC. 1-17(PK) |
| **2-17** | **AT** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, SEEMONA SUMASAR AND CHIARA MCDONALD, AS SET FORTH IN THE ACTION ENTITLED SUMASAR AND MCDONALD V. NASSAU COUNTY AND DET. LISA CHARLES, CASE NO. 11-CV-0587 (ARL) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 2-17(AT) |
| **4-17** | **AT** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, ALICIA BOUDOURIS, AS SET FORTH IN THE ACTION ENTITLED ALICIA BOUDOURIS V. THE COUNTY OF NASSAU, AND MICHAEL SPOSATO, LAWRENCE SHNURR, LOU CAFIERO, DAN SYDOR, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, CASE NO. 14-CV-6719 (DRH)(SIL) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 4-17(AT) |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **5-17** | **AT** | **PW, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 5-17(AT) |
| **6-17** | **AT** | **F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE GOVERNMENT LAW OF NASSAU COUNTY. 6-17(AT) |

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# GOVERNMENT SERVICES & OPERATIONS COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**James Kennedy – Chairman**
**Denise Ford – Vice Chairwoman**
**Richard Nicolello**
**Laura Schaefer**
**Siela A. Bynoe– Ranking**
**Ellen Birnbaum**
**Arnold Drucker**

**Michael C. Pulitzer, Clerk of the Legislature**

# THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# HEALTH AND SOCIAL SERVICES COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Rose Marie Walker – Chairwoman**
**C. William Gaylor III – Vice Chairman**
**Laura Schaefer**
**James Kennedy**
**Delia DeRiggi-Whitton – Ranking**
**Siela A. Bynoe**
**Arnold Drucker**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| | | | |
| | | | |

# THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# MINORITY AFFAIRS COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Steve Rhoads – Chairman**
**James Kennedy– Vice Chairman**
**Dennis Dunne**
**Rose Marie Walker**
**Siela A. Bynoe – Ranking**
**Carrié Solages**
**Laura Curran**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# PLANNING, DEVELOPMENT AND THE ENVIRONMENT COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Laura Schaefer - Chairwoman**
**Dennis Dunne - Vice Chairman**
**Denise Ford**
**Steve Rhoads**
**Arnold Drucker – Ranking**
**Carrié Solages**
**Laura Curran**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **7-17** | **PW** | **PL, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGEL BURMAN AT JERICHO, LLC. 7-17(PW) |

PLANNING

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# PUBLIC SAFETY COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Dennis Dunne - Chairman**
**Donald MacKenzie - Vice Chairman**
**Vincent Muscarella**
**Denise Ford**
**Laura Curran - Ranking**
**Kevan Abrahams**
**Siela A. Bynoe**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **608-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 608-16(OMB) |
| **609-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH EMERGENCY MANAGEMENT, PUBLIC WORKS, HEALTH, AND THE MEDICAL EXAMINER. 609-16(OMB) |
| **610-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF EMERGENCY MANAGEMENT. 610-16(OMB) |

# NASSAU COUNTY LEGISLATURE
## 11th TERM MEETING AGENDA

# PUBLIC WORKS AND PARKS COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Vincent Muscarella – Chairman**
**Steve Rhoads– Vice Chairman**
**Donald MacKenzie**
**C. William Gaylor III**
**Ellen Birnbaum– Ranking**
**Laura Curran**
**Arnold Drucker**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **5-17** | **AT** | **PW, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 5-17(AT) |

PUBLIC WORKS

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# RULES COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Norma Gonsalves – Chairwoman**
**Richard Nicolello– Vice Chairman**
**Dennis Dunne**
**Howard Kopel**
**Kevan Abrahams – Ranking**
**Delia DeRiggi-Whitton**
**Carrié Solages**

**Michael C. Pulitzer, Clerk of the Legislature**

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| **584-16** | **DA** | **F, R** | **RESOLUTION NO. - 2017**<br>A RESOLUTION TO INCREASE THE PETTY CASH FUND OF THE OFFICE OF THE DISTRICT ATTORNEY PURSUANT TO THE NASSAU COUNTY ADMINISTRATIVE CODE 584-16(DA) |
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| **608-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE OFFICE OF MANAGEMENT AND BUDGET. 608-16(OMB) |
| **609-16** | **OMB** | **PS, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH EMERGENCY MANAGEMENT, PUBLIC WORKS, HEALTH, AND THE MEDICAL EXAMINER. 609-16(OMB) |

| Clerk Item No. | Proposed By | Assigned To | Summary |
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| **612-16** | **PK** | **F, R** | **RESOLUTION NO. - 2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE SEA CLIFF CHAMBER PLAYERS, INC. 612-16(PK) |
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| **621-16** | **OMB** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 621-16(OMB) |
| **624-16** | **OMB** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION TO AUTHORIZE THE TRANSFER OF APPROPRIATIONS HERETOFORE MADE WITHIN THE BUDGET FOR THE YEAR 2016. 624-16(OMB) |
| **1-17** | **PK** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE ARTISTS IN PARTNERSHIP, INC.1-17(PK) |
| **2-17** | **AT** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, SEEMONA SUMASAR AND CHIARA MCDONALD, AS SET FORTH IN THE ACTION ENTITLED SUMASAR AND MCDONALD V. NASSAU COUNTY AND DET. LISA CHARLES, CASE NO. 11-CV-0587 (ARL) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 2-17(AT) |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **4-17** | **AT** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFF, ALICIA BOUDOURIS, AS SET FORTH IN THE ACTION ENTITLED ALICIA BOUDOURIS V. THE COUNTY OF NASSAU, AND MICHAEL SPOSATO, LAWRENCE SHNURR, LOU CAFIERO, DAN SYDOR, IN THEIR OFFICIAL AND INDIVIDUAL CAPACITIES, CASE NO. 14-CV-6719 (DRH)(SIL) PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 4-17(AT) |
| **5-17** | **AT** | **PW, F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF PUBLIC WORKS. 5-17(AT) |
| **6-17** | **AT** | **F, R** | **ORDINANCE NO. -2017**<br>AN ORDINANCE TO AMEND ORDINANCE NO. 13-2016, ADOPTING THE CAPITAL BUDGET FOR THE YEAR TWO THOUSAND SIXTEEN FOR THE COUNTY OF NASSAU, CORRESPONDING TO THE FIRST YEAR OF THE FOUR YEAR CAPITAL PLAN, PURSUANT TO THE PROVISIONS OF SECTION 310 OF THE GOVERNMENT LAW OF NASSAU COUNTY. 6-17(AT) |
| **7-17** | **PW** | **PL, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ENGEL BURMAN AT JERICHO, LLC. 7-17(PW) |
| **A-42-16** | **PR** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SYOSSET TRUCK SALES. A-42-16 |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **B-37-16** | **PW** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS BARBATO LANDSCAPING, INC. B-37-16 |
| **E-265-16** | **HE** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND HELPING HANDS CONSULTATION SERVICES, INC. D/B/A HELPING HANDS CHILDRENS SERVICES, INC. E-265-16 |
| **E-280-16** | **OMB** | **R** | **RESOLUTION NO. -2017**<br>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 MANAGEMENT AND BUDGET, AND MILLIMAN, INC. E-280-16 |
| **E-281-16** | **TR** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY TREASURER, AND CAPITAL RESOURCE MANAGEMENT, INC. E-281-16 |
| **E-282-16** | **AT** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C. E-282-16 |
| | | | **THE FOLLOWING ITEMS MAY BE UNTABLED** |
| **A-4-16** | **PR** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO REQUEST OVERSIGHT OF A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF VARIOUS NASSAU COUNTY DEPARTMENTS AND HVAC INC. A-4-16 |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **B-4-16** | **PW** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND R.J. INDUSTRIES, INC. B-4-16 |
| **E-56-16** | **AT** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND WILSON ELSER MOSKOWITZ EDELMAN & DICKER LLP. E-56-16 |
| **E-66-16** | **AT** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AFFIRMING TO AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND LEVENTHAL, MULLANEY & BLINKOFF LLP. E-66-16 |
| **E-182-16** | **PW** | **R** | **RESOLUTION NO. -2017**<br>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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS, AND D & B ENGINEERS AND ARCHITECTS, P.C. E-182-16 |
| **E-204-16** | **IT** | **R** | **RESOLUTION NO. -2017**<br>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 NASSAU COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY AND UNIVERSAL MANAGEMENT TECHNOLOGY SOLUTIONS, INC. E-204-16 |
| **E-217-16** | **IT** | **R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE COUNTY DEPARTMENT OF INFORMATION TECHNOLOGY, AND AMERICAN COMMUNICATIONS INDUSTRIES. E-217-16 |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **E-275-16** | **PW** | **R** | **RESOLUTION NO. -2017**<br>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 NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND WILSON APPRAISAL SERVICES, INC. E-275-16 |
| **U-16-16** | **AT** | **R** | **RESOLUTION NO. -2017**<br>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 ATTORNEY, AND JACKSON LEWIS P.C. U-16-16 |
| **U-64-16** | **AT** | **R** | **RESOLUTION NO. -2017**<br>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 NASSAU COUNTY ATTORNEY'S OFFICE, AND RIVKIN RADLER, LLP. U-64-16 |

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# TOWNS, VILLAGES & CITIES COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**Donald MacKenzie – Chairman**
**Laura Schaefer – Vice Chairwoman**
**Howard Kopel**
**C. William Gaylor III**
**Delia DeRiggi-Whitton – Ranking**
**Laura Curran**
**Ellen Birnbaum**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

# NASSAU COUNTY LEGISLATURE

## 11TH TERM MEETING AGENDA

# VETERANS AND SENIOR AFFAIRS COMMITTEE

**JANUARY 9, 2017 1:00 PM**

**C. William Gaylor III –Chairman**
**Rose Marie Walker – Vice Chairwoman**
**Dennis Dunne**
**Vincent Muscarella**
**Carrié Solages- Ranking**
**Delia DeRiggi-Whitton**
**Ellen Birnbaum**

**Michael C. Pulitzer, Clerk of the Legislature**

**THERE ARE NO ITEMS ON THIS COMMITTEE AT THIS TIME**

Nassau County

Office of Purchasing

A-42-16

| | |
|---|---|
| Subject: **Catch Basin Cleaner** (RQPW16000022, S/B # 07051-10276-133) | Date: November 15, 2016 |
| Department: Office of Purchasing | Vendor Name: Syosset Truck Sales |
| Department Head Name: Eric Naughton | Contract Number A-42-2016 |
| Department Head Signature | Contract Manager Name Anette Sullivan |

Proposed Legislative Action

| | To | Date | Approval | Info | Other |
|---|---|---|---|---|---|
| | Assgn Comm | | | | |
| | Rules Comm | | | | |
| | Full Leg | | | | |

Internal Approvals

| Date & Init. | Approval | Date & Init. | Approval |
|---|---|---|---|
| | Dept. Head | 12/9/16 | Counsel to C.E. |
| | Budget | 11/29/16 | County Atty. |
| 11/9/16 | Deputy C.E. | | County Exec. |

**Narrative**

**Purpose:** To authorize and award a purchase order for a Catch Basin Cleaner for the Department of Public Works.

**Discussion:** This solicitation was advertised in Newsday and posted to the Nassau County Bid Solicitation Board where forty-six (46) vendors were notified electronically of the bid, none of which are identified as Minority, Women or Veteran owned businesses. Minority Affairs was given a copy of the bid. Two (2) bids were received. Syosset Truck Sales, located in Nassau County is the lowest bidder.

**Impact on Funding:** The cost of this purchase is Two Hundred Ninety-Three Thousand Nine Hundred Dollars ($293,900.00) from Capital Project 98060.

**Recommendation:** Office of Purchasing recommends an award be given to Syosset Truck Sales as the lowest responsible bidder meeting specifications.

APPROVED: 11/18/16

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 DEC 12 P 4:02

COUNTY OF NASSAU

INTER – DEPARTMENTAL MEMO

**TO:** CLERK OF THE COUNTY LEGISLATURE **A-42-2016**

**FROM:** ERIC NAUGHTON, DEPUTY COUNTY EXECUTIVE-FINANCE

**DATE:** NOVEMBER 16, 2016

**SUBJECT:** RESOLUTION–NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

THIS RESOLUTION IS RECOMMENDED BY THE DIRECTOR, OFFICE OF PURCHASING TO AUTHORIZE AN AWARD AND TO EXECUTE A PURCHASE ORDER IN THE AMOUNT OF TWO HUNDRED NINETY-THREE THOUSAND NINE HUNDRED DOLLARS ($293,900.00) ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS TO SYOSSET TRUCK SALES WHO IS THE LOWEST RESPONSIBLE BIDDER MEETING SPECIFICATIONS TO PROVIDE A CATCH BASIN CLEANER FOR NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS.

THE ABOVE DESCRIBED DOCUMENT ATTACHED HERETO IS FORWARDED FOR YOUR REVIEW AND APPROVAL AND SUBSEQUENT TRANSMITTAL TO THE RULES COMMITTEE FOR INCLUSION IN ITS AGENDA.

ERIC NAUGHTON
DEPUTY COUNTY EXECUTIVE-FINANCE

MS: br
ENCL: (1) STAFF SUMMARY
(2) DISCLOSURE STATEMENT
(3) RESOLUTION
(4) BID SUMMARY
(5) BID PROPOSAL
(6) CERTIFICATE OF LIABILITY INSURANCE
(7) RECOMMENDATION OF AWARD
(8) POLITICAL CONTRIBUTION FORM

RULES RESOLUTION 2016

A RESOLUTION AUTHORIZING THE DIRECTOR OF NASSAU COUNTY OFFICE OF PURCHASING TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND SYOSSET TRUCK SALES.

WHEREAS, the County of Nassau on behalf of the NASSAU COUNTY OFFICE OF PURCHASING has received competitive bids #07051-10276-133 for a Catch Basin Cleaner for Nassau County Department of Public Works as more particularly described in the bid document; and

WHEREAS, the Director is representing to the Rules Committee that the firm, SYOSSET TRUCK SALES submitted the lowest responsible bid and meets all specifications for the product described in the said contract as determined by the Director of the Office of Purchasing.

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the Director, Office of Purchasing to award and execute the said Purchase Order with SYOSSET TRUCK SALES.

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: 10/18/16

Vendor: SYOSSET TRUCK SALES

Signed:

Print Name: MICHAEL NETTESHEIM

Title: PRESIDENT

Rev. 3-2016

# COUNTY OF NASSAU

## LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRES. TITLE

VERIFICATION: 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: 10/18/16

Signed:
Print Name: MICHAEL NETTESHEIM
Title: PRESIDENT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

Page 4 of 4:

**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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ 10/18/16 TITLE

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name MICHAEL NETTESHEIM
   Date of birth 02/18/69
   Home address 33 NORTH PLANDOME RD
   City/state/zip PORT WASHINGTON NY 11050
   Business address 1561 STEWART AVE
   City/state/zip WESTBURY NY 11590
   Telephone ~~516 944~~ 516 683-9110
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 1/1/2002 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 33 1/3

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   CPM REALTY 33 1/3
   LI FREIGHTLINER 33 1/3

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details.
   LI FREIGHTLINER IS THE AUTHORIZED FREIGHTLINER DISTRIBUTOR
   LI FREIGHTLINER HAS BEEN AWARDED CONTRACTS FOR TRUCKS, PARTS, + SERVICE

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE _____ BIDDER _____ TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

CERTIFICATION

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

I, MICHAEL NETTESHEIM, 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 29th day of November 2016

Lisa M Boyce
Notary Public

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

SYOSSET TRUCK SALES
Name of submitting business

MICHAEL NETTESHEIM
Print name

Signature

PRESIDENT
Title

11 / 29 / 2016
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ PRES TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name PETER NETTESHEIM
   Date of birth 4/8/1959
   Home address 66 WINDMILL DR.
   City/state/zip HUNTINGTON NY 11743
   Business address 1561 STEWART AVE
   City/state/zip WESTBURY NY 11590
   Telephone 516 683-9110
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 1/1/2001 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 33 1/3%

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   CPM REALTY 33 1/3% LI FREIGHTLINER 33 1/3%

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details.
   LI FREIGHTLINER IS THE AUTHORIZED FREIGHTLINER TRUCK DISTRIBUTOR AWARDED CONTRACTS FOR FREIGHTLINER TRUCKS PARTS + REPAIRS

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE [signature] BIDDER

PRESIDENT TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

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   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

CERTIFICATION

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I, PETER NETTESHEIM, 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 22nd day of November 20 16

Lisa M Boyce
Notary Public

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

SUNSET TRUCK SALES
Name of submitting business

PETER NETTESHEIM
Print name

Signature

V.P
Title

11, 22, 2016
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name CRAIG MILLER
   Date of birth 7/1/47
   Home address 24 INGOLD DR.
   City/state/zip DIX HILLS NY 11746
   Business address 1561 STEWART AVE
   City/state/zip WESTBURY NY 11590
   Telephone 516 683-9110
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 7/1/2002 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 33 1/3

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   CMM REALTY 33 1/3
   LI FREIGHTLINER 33 1/3

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___ If Yes, provide details.
   LI FREIGHTLINER IS THE AUTHORIZED FREIGHTLINER TRUCK DISTRIBUTOR AWARDED CONTRACTS FOR FREIGHTLINER TRUCKS, PARTS + REPAIRS

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

BIDDER SIGN HERE [signature] BIDDER

PRESIDENT TITLE

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such occurrence.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such year.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER  PRESIDENT TITLE

**CERTIFICATION**

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

I, CRAIG MULLER, 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 22nd day of November 2016

Lisa M Boyce
Notary Public

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

Dooley Truck Sales Inc
Name of submitting business

CRAIG MULLER
Print name

Signature

V.P.
Title

11/22/2016
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

## Business History Form

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

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

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

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

Date: 10/18/16

1) Proposer's Legal Name: SYOSSET TRUCK SALES INC

2) Address of Place of Business: 1561 STEWART AVE WESTBURY NY 11590

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-1864421

6) The 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. _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER  PRES. TITLE

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ 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? Yes ___ No ✓ If Yes, provide details for each such conviction _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such 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? Yes ____ No ✓; 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? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS
OUR DEALER AGREEMENT ALLOWS TRANSPARENCY TO ALL DISTRIBUTORS WHAT DISCOUNTS ARE FOR NASSAU COUNTY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER  PRES TITLE

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

Should the proposer be other than an individual, the 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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company ~~[illegible]~~ TOWN OF HEMPSTEAD

Contact Person TOM TOSCANO

Address 350 FRONT STREET

City/State HEMPSTEAD NY 11550

Telephone 516 546 · 0912

Fax # _____

E-Mail Address _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07051-10276-133

Company TOWN OF OYSTER BAY

Contact Person

Address 74 Audrey Ave

City/State Oyster Bay NY 11771

Telephone

Fax #

E-Mail Address

Company TOWN OF NORTH HEMPSTEAD

Contact Person

Address 285 Denton Ave

City/State New Hyde Pk NY 11040

Telephone

Fax #

E-Mail Address

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

## CERTIFICATION

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I, MICHAEL NEITTESHEIM, 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 18th day of Oct 2016

Lisa M Boyce
Notary Public

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

Name of submitting business: SWOSSER TRUCK SALES INC

By: MICHAEL NEITTESHEIM
Print name

Signature

PRESIDENT
Title

10/18/16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ PRES TITLE

# SYOSSET TRUCK SALES, INC.

*Long Island's Premier Truck Center*

1561 STEWART AVENUE, WESTBURY, NEW YORK 11590

SALES
TEL:(516) 683-9110
FAX:(516) 683-1553

SERVICE
(516) 683-9112

PARTS
TEL:(516) 683-9111
FAX:(516) 683-6141


December 7, 2016

Nassau County

Office of Purchasing

Reference sealed bid 07051-10276-133

To whom it may concern,

Syosset Truck Sales Inc. is an authorized dealer for International and Mitsubishi Trucks located at 1561 Stewart Avenue, Westbury, NY 11590. This letter serves to answer item A, B, and C on page 23 of the referenced bid.

Syosset Truck Sales has been supplying new trucks and parts to businesses on Long Island since incorporation in 1958. We have been incorporated in New York State for 59 years. We have 31 full time employees. Our annual gross revenue is approximately 18 million dollars.

The company is owned by 3 individuals equally. The names and addresses of these individuals are provided on page 27 of the reference bid.

We have been a business based in Nassau County for a significant amount of time. Summary of relevant accomplishments is 50 years of supplying or repairing trucks that performed there intended use thereby providing a source of income for our private customers or reliable cost effective service to our municipal customers. We referenced some of those customers for you in item D.

See licenses and permits attached.

We look forward to providing Nassau County with the equipment it needs to get the job done.

Regards,

Michael Nettesheim

President

OFFICIAL BUSINESS
CERTIFICATE

THE CERTIFICATE EXPIRES 12/31/16

EXPIRY CONFIRMATION NO. 1991268

BYOBBET TRUCK SALES INC
1561 STEWART AV
WESTBURY NY 11590

POSTMASTER: DO NOT FORWARD

OFFICIAL BUSINESS
CERTIFICATE

THE CERTIFICATE EXPIRES 12/31/16

EXPIRY CONFIRMATION NO. 1991268

BYOBBET TRUCK SALES INC
1561 STEWART AV
WESTBURY NY 11590

POSTMASTER: DO NOT FORWARD

OFFICIAL BUSINESS
CERTIFICATE

THE CERTIFICATE EXPIRES 12/31/16

EXPIRY CONFIRMATION NO. 1991268

BYOBBET TRUCK SALES INC
1561 STEWART AV
WESTBURY NY 11590

POSTMASTER: DO NOT FORWARD

New York State Department of Taxation and Finance

# Certificate of Authority

Identification number

**A1-1864421**

(Use this number on all returns and correspondence)

**VALIDATED**

**4/7/2010**

Dept of Tax
and Finance

BYOSSET TRUCK SALES INC
1661 STEWART AVE
WESTBURY NY 11590-6612

[illegible] New York State Tax Law [illegible]

[illegible]

# DMV REGISTERED REPAIR SHOP

Repair Shop Registration Number

**R 130238**

IN ACCORDANCE WITH THE MOTOR VEHICLE REPAIR SHOP REGISTRATION ACT:

1. You are entitled to a written estimate for repair work, but you must ask for it. A reasonable f may be charged.

READ YOUR ESTIMATE CAREFULLY!

2. Only work which you authorize may be done.

3. When the work has been completed you must re a detailed invoice of work done and parts supp

4. You cannot be charged more than the estimat unless you have given your permission.

5. You are entitled to return of replaced p warranty and exchange parts only if you in writing before any work is done on the

[illegible]

[illegible]

[illegible]

[illegible]

# NASSAU COUNTY
# DEPARTMENT of HEALTH

## TOXIC OR HAZARDOUS MATERIALS STORAGE FACILITY PERMIT

| | | | | | |
|---|---|---|---|---|---|
| Facility Number | 042062 | Type of Permit | [X] Operation [ ] Construction | Date Issued 03/01/2013 | Date Modified 03/01/2013 | Expiration Date 03/01/2018 |
| Name of Permittee | SYOSSET TRUCK SALES, INC. | | | Address of Permittee | 1601 STEWART AVE. WESTBURY NY |

### GENERAL CONDITIONS

1. By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with Article XI, Nassau County Public Health Ordinance.
2. All work performed under this permit shall conform to the approved plans and specifications. Any amendments must be approved by the Nassau County Department of Health prior to their implementation. The permittee shall notify the Health Department 48 hours in advance of the start of construction.
3. As a condition of the issuance of this permit, the applicant has accepted express, by virtue of the application, the full responsibility for all damages, direct or indirect, which may occur as a result of the activities described in this application and has agreed to defend, indemnify and save harmless the County from such claims, damages and costs of defense or claims or actions resulting from the said [illegible].

** NOT TRANSFERABLE **

| | | |
|---|---|---|
| Name of Facility | SYOSSET TRUCK SALES, INC. | FACILITY ADDRESS: |
| Mailing Address | 1601 STEWART AVE. WESTBURY NY 11590 | 1601 STEWART AVE. WESTBURY NY 11590 |

THIS FACILITY CONSISTS OF STORAGE AREAS AS LISTED ON PLANS AND APPLICATIONS FILED WITH THIS DEPARTMENT

| Tank/Storage Area Number | Capacity | Type of Toxic or Hazardous Material Stored | Replaced Date |
|---|---|---|---|
| TANK 0003 | 500 GALLONS | WASTE OIL | |
| TANK 0002 | 1000 GALLONS | USED MOTOR OIL | |
| TANK 0001 | 275 GALLONS | [illegible] | |
| TANK 0005 | 275 GALLONS | [illegible] | |
| TANK 0004 | 275 GALLONS | [illegible] | |
| TANK 0007 | 275 GALLONS | [illegible] | |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

COUNTY OF NASSAU

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

1. Name of the Entity: SYOSSET TRUCK SALES

Address: 1561 STEWART AVENUE

City, State and Zip Code: WESTBURY NY 11590

2. Entity's Vendor Identification Number: 11-1864421

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S-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):

MICHAEL NEUFELDSHEIM PORT WASHINGTON NY 11050
CRAIG MULLER DIX HILLS NY

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

MICHAEL NEUFELDSHEIM PORT WASHINGTON NY 11050
CRAIG MULLER DIX HILLS NY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

PETER NETTESHEIM HUNTINGTON NY

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ PRES TITLE

(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: 10/18/16

Signed:
Print Name: MICHAEL NEUTESHEIM
Title: PRESIDENT

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRES. _____ TITLE

Page 4 of 4:

**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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

)FFICE OF PURCHASING
;UMMARY OF BIDS
)PENED: OCTOBER 27, 2016 AT 11 A.M.
;ID NO: 07051-10276-133
;EQ. NO: RQPW16000022
'ITLE: CATCH BASIN CLEANER

| TEM # | ARTICLE | QTY | UNIT | 1 JACK DOHENY COMPANIES | 2 SYOSSET TRUCK SALES | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | DETAILS AWARD AWARD TO NO. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | CATCH BASIN CLEANER | 1 | EA | 327,572.00 | 293,900.00 | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | |

# FORMAL SEALED BID PROPOSAL

STATE OF NEW YORK

## COUNTY OF NASSAU

BIDS WILL BE RECEIVED AND OPENED AT OFFICE OF PURCHASING, 1 WEST STREET, NORTH ENTRANCE, MINEOLA, NEW YORK 11501
OFFICE HOURS 9 AM – NOON & 1 PM – 4:45 PM

BID NUMBER
07051-10276-133

Dated: 10/13/16

BID OPENING DATE
10/27/16
11:00 A.M. E.D.S.T.

| BUYER | TELEPHONE | REQUISITION NUMBER |
|---|---|---|
| Anette Sullivan | 516 571 6103 | RQPW16000022 |

PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER

BID TITLE: Catch Basin Cleaner

- ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN NINETY (90) DAYS FROM THE BID OPENING DATE TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF N/A PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 20 BUSINESS DAYS.

THE BIDDER CERTIFIES THAT: (A) THE BID HAS BEEN ARRIVED AT BY THE BIDDER INDEPENDENTLY AND HAS BEEN SUBMITTED WITHOUT COLLUSION WITH ANY OTHER VENDOR OF MATERIALS, SUPPLIES OR EQUIPMENT OF THE TYPE DESCRIBED IN INVITATION FOR BIDS, AND (B) THE CONTENTS OF THE BID HAVE NOT BEEN COMMUNICATED BY THE BIDDER, NOR, TO ITS BEST KNOWLEDGE AND BELIEF, BY ANY OF ITS EMPLOYEES OR AGENTS, TO ANY PERSON NOT AN EMPLOYEE OR AGENT OF BIDDER OR ITS SURETY ON ANY BOND FURNISHED HEREWITH PRIOR TO OFFICIAL OPENING OF THE BID.

DELIVERY MADE TO:
Dept. of Public Works
Highway & Bridge Maintenance
170 Cantiague Rock Road Hicksville, NY 11801

GUARANTEED DELIVERY DATE
Approx. 180 DAYS AFTER RECEIPT OF ORDER

EMPLOYERS FEDERAL TAX ID NUMBER
11-1864421

TOLL FREE TELEPHONE NUMBER:
BIDS MUST BE SIGNED BY PROPRIETOR, PARTNER OR OFFICER AUTHORIZED TO SIGN FOR CORPORATION

NAME OF BIDDER: SYOSSET TRUCK SALES
ADDRESS: 1561 STEWART AVENUE
CITY: WESTBURY STATE: NY ZIP CODE: 11590 TELEPHONE: 516-683-9110

SIGNATURE OF AUTHORIZED INDIVIDUAL

MICHAEL NETTESHEIM PRESIDENT
PRINT OR TYPE NAME OF SIGNER AND TITLE

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSE BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

### BID TERMS AND CONDITIONS

1. Bids on equipment must be on standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any part of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specifications.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the County.
5. SURETY In the event that an award is made hereunder, The Director of Purchase reserves the right to request successful bidders to post, within one week, security for faithful performance, with the understanding that the whole or any part thereof may be used by the County of Nassau to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the County Attorney.

6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions; otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. Samples will be returned at the Bidders risk and expense.

7. Award The Director, Office of Purchasing reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are sample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualification, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the quantities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.

9. The Director reserves the right to reject and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the County will be served.

10. Unless otherwise indicated herein, the Director reserves the right to make award by items, by classes, by group of items, or as a whole.

11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director, the Director may purchase from other sources to take the place of the item rejected or not delivered. The Director reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all-such purchases the Vendor agrees to promptly reimburse the County for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.

12. An order may be canceled at the Vendors expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of requested shall be sufficient cause for the cancellation of the order.

13. When in the determination of the Director, the articles or equipment delivered fail to meet County specifications or, if in the determination of the Director, the Vendor consistently fails to deliver as ordered, the Director reserves the right, to cancel the order and purchase the balance from other sources at Vendor expense.

14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order. It will be interpreted to mean prompt delivery. The decision of the Director as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.

15. The County Agencies will not schedule any deliveries for Saturdays, Sundays or Legal Holiday, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.

16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the agency unless definitely stated otherwise in the bid.

17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good conditions.

18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un-mutilated label or marking of the manufacturer.

19. Billings for deliveries must be rendered on County claim forms.

20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.

21. Deliveries are subject to reweighing at destination by the County and payment will be made on the basis of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendors expense.

22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the County, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the County in the name of the County and under the direction of the County Attorney at the sole cost of the Bidder or in the sole option of the Director to pay the cost of such defense to the County. (b) His products against defective material or workmanship and to repair any damages or marring occasioned in transit.

(c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to this own work or the work of other Vendors, or in the opinion of the Director to pay for the same by deductions in payments due under this contract.

(d) To pay for all permits, licenses and fees and give all notices and comply with all laws ordinances, rules and regulations of the city, village or town in which the installation his to be made, and of the County of Nassau and the State of New York.

(e) To carry proper insurance in the opinion of the Director, and approved by the County Attorney to protect the County from loss in case of accident, fire and theft.

(f) That he will keep himself fully informed, of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen Compensation and Labor Laws, and shall indemnify and save harmless the County of Nassau and the Nassau County Legislature from loss and liability upon any and all Claims on account of any physical injury to persons, including death, or damage to property and from all cost and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents.

(g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.

(h) That all deliveries will not be inferior to the accepted bid sample.

23. LABOR LAWS and ANTIDISCRIMINATION. Upon the vendor acceptance hereof, the vendor agrees to comply with Article IX, Section 2 C of the Constitution of the State of New York, Section 220 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Sections 108 and 109 as well as Article 18 of the General Municipal Law, Section 2218 of the County Government Law of Nassau County, Section 224.2 of the Nassau County Administrative Code, the provisions of the anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered there under, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.

24. ASSIGNMENT. The contractor is hereby prohibited from assigned, transferring, conveying, subletting or otherwise disposing of this contract or his right, title, or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

25. The County of Nassau will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without it's express written instructions or valid Purchase Order.

26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the County unless in writing and signed by the Director, Office of Purchasing or his duly/ designated representative.

Director, Office of Purchasing

# DISCLOSURE STATEMENT

THE NASSAU COUNTY LEGISLATURE REQUIRES THE FOLLOWING INFORMATION PRIOR TO CONSIDERATION FOR AN AWARD.

Bidders Name: SYOSSET TRUCK SALES INC.

Address: 1561 STEWART AVE. WESTBURY NY 11590

Telephone No: 516 683-9110 Fax No: 516-683-1553

1. State Whether: A Corporation ✓

Individual _____

Partnership _____

# GUIDELINES FOR DISCLOSURE

THE NASSAU COUNTY LEGISLATURE REQUIRES THE NAMES AND HOME* ADDRESSES OF ALL PRINCIPALS. DISCLOSURE MUST BE PROVIDED AS INDICATED BY TYPE OF OWNERSHIP. (PLEASE LIST ALL REQUIRED INFORMATION ON A SEPARATE SHEET AND ATTACH TO BID.)

1) Sole Proprietorship/Individual. The Name and Home Address of the Sole Proprietorship/Individual.

2) Closely Held Corporation. The Name and Home Addresses of all Shareholders, Officers and Directors.

3) Publicly Traded Corporation. Only the page(s) of the SEC FORM 10-K setting forth the name of all officers and directors.

4) Not for Profit Corporation. The Names and Home Addresses of all members, Officer and Directors.

5) Partnership. The Names and Home Address of all General and Limited Partners.

6) Limited Liability Company. The Names and Home Addresses of all Members.

7) Limited Liability Partnership. The Name and Home Addresses of all Members.

8) Joint Venture. The Names and Home Addresses of all Joint Ventures.

NOTE: IF ANY ENTITY IS TIERED, YOU MUST ALSO LIST ALL INDIVIDUAL PRINCIPALS OF THE TIERED ENTITY.
*IN THE CASE OF PUBLICLY TRADED CORPORATIONS THE SEC FORM 10K SUFFICES AND HOME ADDRESSES ARE NOT NECESSARY.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** PRES. **TITLE**

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**07051-10276-133**

QUALIFICATION STATEMENT

BIDDER'S NAME: SYOSSET TRUCK SALES

ADDRESS: 1561 STEWART AVENUE WESTBURY NY 11590

1. STATE WHETHER: CORPORATION ✓ INDIVIDUAL _____ PARTNERSHIP _____

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)
   PRESIDENT MICHAEL NETTESHEIM PORT WASHINGTON NY 11050
   VICE PRESIDENT CRAIG MILLER DIX HILLS NY
   SECRETARY PAM MILLER DIX HILLS NY
   TREASURER

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU? _____
   IF SO WHEN?

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT NAME? 50

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? NO
   IF SO, WHERE AND WHY?

6. IN WHAT OTHER LINES OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED?
   COMMERCIAL TRUCK SALES, REPAIRS, AND PARTS

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

| INDIVIDUALS NAME | PRESENT POSITION | YEARS OF EXPERIENCE | MAGNITUDE AND TYPE OF WORK | IN WHAT CAPACITY |
|---|---|---|---|---|
| MICHAEL NETTESHEIM | PRES | 25 | SUPPLIED COUNTY TRUCKS | PRES |

8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL
   REVIEWED PUBLISHED SPECIFICATIONS

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** PRES. **TITLE**

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION

MICHAEL NEITTSHEIM PRESIDENT

10. BIDDERS ARE REQUIRED TO COMPLETE THIS FORM PROVIDING THREE (3) REFERENCES OF PAST PERFORMANCE. REFERENCES SHOULD INVOLVE PROJECTS AND/OR SERVICE SITUATIONS OF SIMILAR SIZE AND SCOPE TO THIS BID. REFERENCES MUST HAVE HAD DEALING WITH THE BIDDER WITHIN THE LAST THIRTY-SIX (36) MONTHS. THE COUNTY RESERVES THE RIGHT TO CONTACT ANY OR ALL OF THE REFERENCES SUPPLIED FOR AN EVALUATION OF PAST PERFORMANCE IN ORDER TO ESTABLISH THE RESPONSIBILITY OF THE BIDDER BEFORE THE ACTUAL AWARD OF THE BID AND/OR CONTRACT. COMPLETION OF THE REFERENCE FORM IS REQUIRED.

NASSAU COUNTY (AND ANY OF ITS AGENCIES) MAY BE LISTED AS AN ADDITIONAL REFERENCE, BUT MAY NOT BE SUBSTITUTED FOR ANY OF THE THREE REQUIRED REFERENCES.

1. REFERENCE'S NAME: TOWN OF HEMPSTEAD / HWY DEPT
ADDRESS: 350 FRONT STREET
HEMPSTEAD, NY 11550
TELEPHONE: 516 546-0912 CONTACT PERSON TOM TOSCANO
CONTRACT DATE:

2. REFERENCE'S NAME: TOWN OF OYSTER BAY / HWY DEPT
ADDRESS: 150 MILLER PLACE
SYOSSET NY 11791
TELEPHONE: CONTACT PERSON MIKE CIPRIANO
CONTRACT DATE:

3. REFERENCE'S NAME: TOWN OF NORTH HEMPSTEAD / HWY DEPT
ADDRESS: 285 DENTON AVE
NEW HYDE PARK NY 11040

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** PRES. **TITLE**

TELEPHONE: 516-869-6311 CONTACT PERSON TOM TIERNAN
CONTRACT DATE:

USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED.

I certify that all the statements contained in this document are true, complete and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** _____ **TITLE**

Appendix EE

EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

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

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

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

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

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

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

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

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

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

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

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

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

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ _____
**BIDDER** **TITLE**

(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 therefore 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 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 Best Efforts with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

**INDEMNIFICATION:**

Contractor agrees to indemnify and hold harmless County and its agents, officers and employees, from and against any and all losses, costs, expenses (including attorneys' fees and disbursements), damages and liabilities, arising out of or in connection with any acts or omissions of Contractor, its officers, agents or employees, provided, however, that Contractor shall not be responsible for that portion, if any, of a loss that is caused by the negligence of the County; and provided, further, that Contractor shall not be liable for consequential, indirect or special damages. Contractor shall, at County's demand and at County's direction, defend at its own risk and expense any and all suits, actions or legal proceedings which may be brought against County, its agents, officers or employees in connection with a loss for which Contractor is responsible under this paragraph.

**DEFINITIONS:**

•The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
•The term "Contractor" as used herein, shall be deemed as reference to the successful bidder, vendor, proprietor, partnership, or corporation receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement.
•The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency or other Nassau County establishment authorized to receive the service specified herein.
• The term "Director" as used herein, shall be deemed as reference to the Director of the Office of Purchasing.
• The term "Blanket Order" as used herein, shall be deemed as the multiple use pricing agreement as a result of this bid.
• The term "Purchase Order" as used herein, shall be deemed as the single use pricing agreement as a result of this bid.
• The term "complete" as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing, (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

NOTE: INSERT FEDERAL IDENTIFICATION NUMBER IN SPACE PROVIDED ON PAGE 1.

IMPORTANT

PRICE MUST BE INSERTED WITH TYPEWRITER OR INK. BIDS MUST BE SIGNED IN INK. TO ASSURE OFFER REACHING IN TIME, **YOU ARE URGED TO MAIL YOUR FORMAL SEALED BID EARLY**. **THIS FORMAL SEALED BID MUST REACH OUR OFFICE BY 11:00 A.M**. LATE FORMAL SEALED BIDS WILL NOT BE ACCEPTED.

All proposals and bid documents submitted in response **must** include a completed copy of the County of Nassau Consultant's, Contractor's and Vendor's Disclosure Form. Additionally, if the bidder – prospective vendor – utilizes the services of any individual or organization for the purposes of conducting lobbying activities, the proposal **must** also include the Lobbyist Registration and Disclosure Form, completed by that individual/organization.

In addition, all proposals and bid documents submitted in response must include a completed: (i) Business History Form and (ii) Principal Questionnaire for all "principals" who hold a ten percent (10%) or greater ownership interest in the proposer/bidder.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ _____
**BIDDER** **TITLE**

COUNTY OF NASSAU

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

1. Name of the Entity: SYOSSET TRUCK SALES

Address: 1561 STEWART AVENUE

City, State and Zip Code: WESTBURY NY 11590

2. Entity's Vendor Identification Number: 11-1864421

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp S-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):

MICHAEL NEUFESHEIM PORT WASHINGTON NY 11050
CRAIG MULLER DIX HILLS NY

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

MICHAEL NEUFESHEIM PORT WASHINGTON NY 11050
CRAIG MULLER DIX HILLS NY

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ PRES TITLE

PETER NEITBSMBLIM HUNTINGTON NY

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

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). 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

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

(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: 10/18/16

Signed:
Print Name: MICHAEL NEITESHEIM
Title: PRESIDENT

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** PRES **TITLE**

Page 4 of 4:

**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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name of lobbyist(s)/lobbying organization: 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; or to otherwise engage in lobbying activities as the term is defined herein. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

NONE

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

NONE

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

NONE

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

NONE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE: _____ BIDDER

PRES
TITLE

VERIFICATION: 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: 10/18/16

Signed:
Print Name: MICHAEL NETTESHEIM
Title: PRESIDENT

Page 4 of 4:

**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.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

10/18/16 _____ TITLE

## Business History Form

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

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

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

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

Date: 10/18/16

1) Proposer's Legal Name: SYOSSET TRUCK SALES INC

2) Address of Place of Business: 1561 STEWART AVE WESTBURY NY 11590

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : _____

Does the business own or rent its facilities? OWN

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: 11-1864421

6) The 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. _____

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** _____ **TITLE**

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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? Yes ___ No ✓ If Yes, provide details for each such charge._____

b) Any misdemeanor charge pending? Yes ___ No ✓ 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? Yes ___ No ✓ If Yes, provide details for each such conviction _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such 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? Yes ____ No ✓; 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? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

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

17) Conflict of Interest:

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

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS

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

NO CONFLICT EXISTS
OUR DEALER AGREEMENT ALLOWS TRANSPARENCY TO ALL DISTRIBUTORS WHAT DISCOUNTS ARE FOR NASSAU COUNTY

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** PRES **TITLE**

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

Should the proposer be other than an individual, the 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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company ~~[illegible]~~ TOWN OF HEMPSTEAD

Contact Person TOM TOSCANO

Address 350 FRONT STREET

City/State HEMPSTEAD NY 11550

Telephone 516 546 0912

Fax # _____

E-Mail Address _____

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ TITLE

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**07051-10276-133**

Company TOWN OF OYSTER BAY

Contact Person

Address 74 Audrey Ave

City/State Oyster Bay NY 11771

Telephone

Fax #

E-Mail Address

---

Company TOWN OF NORTH HEMPSTEAD

Contact Person

Address 225 Denton Ave

City/State New Hyde Pk NY 11040

Telephone

Fax #

E-Mail Address

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** _____ **TITLE**

## CERTIFICATION

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

I, MICHAEL NETTESHEIM, 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 18th day of Oct 2016

Lisa M Boyce
Notary Public

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

Name of submitting business: SWOSSIT TRUCK SALES INC

By: MICHAEL NETTESHEIM
Print name

Signature

PRESIDENT
Title

10 / 18 / 16
Date

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ PRES TITLE

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ _____
BIDDER TITLE

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07051-10276-133

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Nettesheim
   Date of birth 2/18/69
   Home address 33 N. Plandome Rd
   City/state/zip Pt Washington NY 11050
   Business address 1561 Stewart Ave
   City/state/zip Westbury NY 11590
   Telephone 516 683-9110
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 7/1/2000 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ____ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. Owner - 33 1/3 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   CPM Realty - 33 1/3 %
   LI Freightliner - 33 1/3 %

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER _____ Pres. TITLE

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Craig muller
   Date of birth 7/1/47
   Home address 24 Ingold Dr.
   City/state/zip Dix Hills NY 11746
   Business address 1561 Stewart Ave
   City/state/zip Westbury NY 11590
   Telephone 516 683-9110
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President 7/1/2000 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 33 1/3 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   CPM Realty 33 1/3
   LI Freightliner 33 1/3

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE ____ BIDDER  Pres TITLE

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Peter Nettesheim
   Date of birth 4 / 8 / 1959
   Home address 146 Windmill Dr.
   City/state/zip Huntington NY 11743
   Business address 1561 Stewart Ave
   City/state/zip Westbury NY 11590
   Telephone 516-683-9110
   Other present address(es) ____
   City/state/zip ____
   Telephone ____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   ✓ Vice President 1 / 1 / 2001 ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 33 1/3 %

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   CPM Realty 33 1/3 %
   LI Freightliner 33 1/3 %

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER  Pres TITLE

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ___ If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency? YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such conviction.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

f) In the past 5 years, have you been found in violation of any administrative or statutory charges? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ If Yes, provide details for each such year.

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BIDDER SIGN HERE _____ BIDDER

PRESIDENT
TITLE

**CERTIFICATION**

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

I, Michael Hettesheim, 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 18 day of Oct 2014

Lisa M Boyce
Notary Public

Lisa M Boyce
Notary Public - State of New York
No. 01BO5074569
Qualified in Nassau County
My Commission Expires: 03/17/2019

Syosset Truck Sales Inc.
Name of submitting business

Michael Hettesheim
Print name

Signature

Pres
Title

10 / 18 / 2014
Date

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BIDDER SIGN HERE _____ BIDDER _____ PRESIDENT TITLE

**OFFICE OF PURCHASING**
**COUNTY OF NASSAU STATE OF NEW YORK**

**FORMAL SEALED BID PROPOSAL**
**07051-10276-133**

**SCOPE:** It is the intent of the County of Nassau to properly describe by these specifications and terms an adequate method of providing: **a heavy-duty chassis and chassis mounted catch basin cleaning machine.**

**AWARD:** Award, if any, will be made to the lowest responsible bidder, who in the opinion of the Director of Purchasing, meets the specifications and qualifications stated herein. The Director of Purchasing reserves the right to make an award be items, groups, or classes of items or as a whole. Awards will be made in accordance with the terms and conditions attached hereto and made part hereof.

**PURPOSE**: The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once by Purchase Order.

**DELIVERY:** Bidders are required to state guaranteed delivery date in terms of days after receipt of order in the space provided below and on page one. Bidders are cautioned to post realistic delivery dates. Guaranteed delivery dates will be strictly enforced. Must be made within 15 days A/R/O unless stated otherwise below:

**Delivery to be made** APPROX 180 **Days A/R/O.**

Delivery shall be made **ONLY** upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Direct Purchase Order(s) from a using agency authorized to use the Blanket Order which will be issued to the successful bidder. Purchase Order and Direct Purchase Order shall indicate the destination address. Inside delivery is required on all deliveries.
Bidders agree that all orders shall be effective and binding upon the contractor when PLACED IN THE MAIL addressed to the Contractor at the address shown on the Blanket Order/Purchase Order PRIOR TO MIDNIGHT OF THE FINAL DAY OF CONTRACT.

**BILLING:** Shall be made on County claim forms or Certified Invoices to the individual using County Agency upon completion of deliveries made against applicable Purchase Order(s) or Direct Purchase Order(s).

NO PARTIAL PAYMENTS WILL BE PAID.

**********VENDOR CLAIM CERTIFICATION**********
IF A CLAIM VOUCHER IS NOT BEING SUBMITTED, THE FOLLOWING CERTIFICATION **MUST** APPEAR ON THE INVOICE:

I HEREBY CERTIFY THAT ALL ITEMS OR SERVICES WERE DELIVERED OR RENDERED AS SET FORTH IN THIS CLAIM; THAT THE PRICES CHARGED ARE IN ACCORDANCE WITH REFERENCED PURCHASE ORDER, DIRECT PURCHASE ORDER OR CONTRACT, THAT THE CLAIM IS JUST, TRUE AND CORRECT; THAT THE BALANCE STATED HEREIN IS ACTUALLY DUE AND OWING AND HAS NOT BEEN PREVIOUSLY CLAIMED; THAT NO TAXES FROM WHICH THE COUNTY IS EXEMPT ARE INCLUDED; AND THAT ANY AMOUNTS CLAIMED FOR DISBURSEMENTS HAVE ACTUALLY AND NECESSARILY BEEN MADE.

SYOSSET TRUCK SALES INC — 10/18/16
CLAIMANT NAME — DATE

BY (SIGNATURE) — PRES.
TITLE

*CLAIM VOUCHERS AND CERTIFIED INVOICES NOT PROPERLY COMPLETED WILL BE RETURNED TO YOU UNPAID**

Vendors may download claim form NIFS560 at the following URL:

**http://www.nassaucountyny.gov/agencies/Comptroller/Docs/PDF/ClaimVoucherFormBlank.pdf**

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**BIDDER SIGN HERE** _____ **BIDDER** — PRES. **TITLE**

**INSPECTION:** Bidders should be aware of Inspection and Delivery requirements as stipulated.

**PRICE DISCREPANCY:** In the event of a discrepancy between the unit price and the extension price, the unit price will govern.

**RETENTION OF BID:** Vendor is required to make a copy of his completed bid document and applicable attachments. Any purchase orders issued against this bid will refer to the bid and attachments to designate items awarded.

**METHOD OF BIDDING:** Please submit unit price in the appropriate column.

**ADDITIONAL BIDS:** The County reserves the right, for any un-contemplated additional requirements of extraordinary quantities of particular items to call for new bids, therefore, whenever in the opinion of the Director of the Office of Purchase it is in the best interests of the County of Nassau to do so.

**TAX PROVISION:** Purchases made by the County of Nassau are not subject to State, Local Sales Taxes or Federal Excise Taxes. Federal Exemption #A-109538 State Exemption #EX 7213062C. The County of Nassau is not subject to any Existing "Fair Trade Agreements" and bidders should be governed accordingly.

**SPECIFICATIONS:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting there-from shall not be construed as qualification of the specifications of this bid or relief there-from, except as specifically stated in the Purchase or Blanket Order.

**PRODUCT IDENTIFICATION:** If a product(s) is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

**PROTECTION FROM CLAIM AGAINST "OR EQUAL":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, at his own cost and expense, to defend such claims or claims and agrees to hold the County of Nassau free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

**ALTERNATIVE ITEM:** In submitting a bid on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interests of the County. If a bidder does not indicate that the commodity he proposes to furnish is other than as specified, it will be construed to mean that the bidder proposes to furnish the exact commodity as described. Consideration of the alternate shall be at the sole discretion of the Director. MORE THAN ONE (1) BID ON EACH ITEM WILL NOT BE CONSIDERED, UNLESS OTHERWISE SPECIFIED BY THE COUNTY.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ _____
**BIDDER** **TITLE**

**EQUIVALENT BIDS:** Bidders may offer a product of the same capability, but of different manufacture and model than that specified in this bid. The use of the name of a manufacturer, brand, make or catalog designation is specifying items described herein does not restrict or preclude bidders from offering equivalent or better product bids. Such a designation is used only to indicate the character, quality and minimum performance desired. Equal or better product bids are permissible. A bidder submitting an equal or better product shall, at his own cost and expense be responsible for submitting proof and/or a demonstration of equivalence, compatibility and performance. However, acceptance of an equivalent product shall be strictly at the discretion of the Director. Any omission of the term "or equal" in any specific bid item listing should be disregarded by the bidder. All bidders shall have an absolute right to submit "equivalent" bids notwithstanding any other provision of the bid specifications.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the Nassau County agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

*IMPORTANT NOTES: If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualifications. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

BIDDER SHALL STATE WARRANTY PERIOD: ONE YEAR FROM DATE OF DELIVERY PER ATTACHED MANUFACTURER WARRANTY

NOTE: All warranties take effect only upon written acceptance of equipment by using agency and shall run full term from that point.

BIDDER SHALL INDICATE COST AND TERM OF ANY EXTENDED WARRANTY OPTION, IF AVAILABLE:

~~12 MONTHS~~

PLUS ALL EXTENDED WARRANTIES PER BID SPEC.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of Nassau County and any attempts to assign the contract without the County's written consent are null and void.

**REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the County shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the Purchasing Department of such price reductions.

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**BIDDER SIGN HERE** _____ **BIDDER** PRES **TITLE**

**PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) after the bid opening.

**STATE PRICE PROTECTION PERIOD:** 180 **DAYS AFTER BID OPENING**

**EXTENSION OF PRICE:** It is anticipated that additional quantities of items specified herein may be required in the ensuing year. According, the County of Nassau requests that the prices bid be protected and be available to the County of Nassau for one (1) year from the date of the award. Economic conditions may not permit the price protection for an entire year. Bidders are requested to state the period for which bid prices will be applicable to potential additional orders. 180 days.

**NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price quoted to the County is not higher than the price per unit quoted to New York State for like quantities.

**VENDOR RESPONSIBILITY CRITERIA:** The Director of Purchasing reserves the right before making an award to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to present evidence of experience, ability, financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award; and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW**

**BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OR PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WITH [1], [2], [3] ABOVE HAVE NOT BEEN COMPLETE WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT]

Subscribed to under penalty of perjury under the laws of the State of New York,

this 24TH day of OCTOBER, 20 16 as the act and deed of said Corporation or Partnership.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

**BIDDER SIGN HERE** _____ **BIDDER** PRES **TITLE**

OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07051-10276-133

**Identifying Data:**

Potential Contractor: SYOSSET TRUCK SALES INC

Address: 1561 STEWART AVENUE

Street:

City, Town, etc: WESTBURY NY 11590

Telephone: 516 683-9110 Title:

If applicable, responsible Corporate Officer

Name MICHAEL WEITESHEIM Title PRES

Signature: Sign Here

**FAILURE TO COMPLETE THIS FORM AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID.**

**GENERAL INSTRUCTIONS: All bidders must adhere to the following conditions:**

As per New York State Municipal Law 103, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties as presented in this bid for the specific commodity or service required.

Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the County of Nassau cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in the space provided on page one of this bid.

Late Formal Sealed Bids will NOT be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 11:00 A.M. on the bid opening date.

Prices **MUST** be inserted with **TYPEWRITER OR INK**. Entries with **WHITE OUT**, **CROSS-OUTS OR LIFT-OFF TAPE MUST** BE INITIALED or that entry will be disqualified.

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Bidders shall submit one (1) original bid document and all applicable attachments. Any order issued against this bid will refer to the bid and attachments to designate items awarded. Bidders agree that all, Direct Purchase Orders and/or Purchase Orders shall be effective and binding upon the Contractor when place in the mail, addressed to the Contractor at the address shown on the Direct Purchase Order or the Purchase Order.

Bidders **MUST** state manufacturer's name and catalog number of each item bid.

**ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.

Purchases made by Nassau County are not subject to State or Local Sales Tax or Federal Excise Taxes.

**Federal Exemption Number: A-109538** **State Exemption Number: EX 7213062C**

Inside (receiving dock) delivery is required on all orders.

The rights and obligations of the parties under this agreement shall be governed by the laws of the State of New York.

Bids are hereby solicited for the commodities and/or services specified herein which are to be delivered and/or performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.

Bid document must be signed by proprietor, partner or corporate officer.

The clauses contained in these bid forms set forth the wishes of the County of Nassau in regard to the purchase and/or services required. However, the Director reserves the right to waive irregularities, omissions, or other technical defects if, in its judgment, the best interest of the County of Nassau will be served accordingly.

Bidders may take exception to paragraphs of the bid under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exception(s). In any event, the decision of the Director will be final.

Qualification statement **MUST BE COMPLETED** and submitted with bid. See page 4 for further details

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the County of Nassau will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

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**EVALUATION:**

The Director of the Office of Purchasing (hereinafter known as the Director) reserves the right before making award to make investigations as to whether or not the items, qualifications, services or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of an award. The Bidder must be prepared, if requested by the Director, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which he his bidding. Upon request of the Director of Purchasing, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.

Contractor shall retain complete and accurate records and documents related to this Agreement for six (6) years following the later of termination or final payment. Such records shall at all times be available for audit and inspection by the County.

Governing Law – 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.

***Ordinance # 72-2014***

The bidder declares that they are a registered vendor in accordance with Ordinance # 72-2014 (the "Ordinance"). All registered vendors must pay the One Hundred Twenty-Five Dollar ($125.00) annual fee required under the Ordinance. Additionally, registered vendors must pay a Two Hundred Seventy-Five Dollar ($275.00) per contract fee to register Blanket contracts on the County's procurement website, as required under the Ordinance.
Further details about the registration process may be found at
***https://eproc.nassaucountyny.gov/SupplierRegister***

**ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.**

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OFFICE OF PURCHASING
COUNTY OF NASSAU STATE OF NEW YORK

FORMAL SEALED BID PROPOSAL
07051-10276-133

# SPECIFICATIONS

## See attached documents 1&2 for details

| Item # | Qty. | Unit | Description | Unit Price | Total Price |
|---|---|---|---|---|---|
| 1. | (1) | Each | **Catch Basin Cleaner** | $293,900.00 | $293,900.00 |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE _____ BIDDER

PRES
TITLE

## *County of Nassau*

**Intent:**

*The intent of the following general and detailed specifications is to describe the minimum requirements of a heavy-duty chassis and chassis mounted catch basin cleaning machine. Brand names, makes, and model numbers contained herein are for reference only in regards to the type level of quality, and durability that the County of Nassau will except as a minimum. The County, at their discretion, reserves the right to reject any and/or all bid proposals or make an award to the most responsive / best bidder that in it's opinion meets the minimum specifications and requirements set herein forth.*

### MOBILE CATCH BASIN AND HIGH VELOCITY COMBINATION SEWER CLEANER

**General: CB 10**

*The system described herein consists of one new mobile catch basin cleaning machine. The system shall be capable of air/vac pick up of all liquids and solids from catch basins. This simultaneous operation will provide for maximum water pressure and vacuum at an engine speed not to exceed recommended RPM allowing for an adequate reserve horsepower from the engine. Controls for all functions shall be operable at the rear operator's station.*

### 1.0 DEBRIS STORAGE TANK

***1.1 - The debris tank volume shall be 10 cubic yards (2020 gallons) and 9 cubic yards minimum usable capacity.***

Comply (Yes) ✓ (No) _____ Will supply _____

***1.2 - Each bidder shall submit a dimensional drawing certifying minimum usable capacity with bid documents.***

Comply (Yes) ✓ (No) _____ Will supply _____

***1.3 - The cylindrical (round) debris tank shall be constructed from A/36 1/4" steel to withstand a vacuum of not less than 360 column inches of water. The tank bulk heads shall be 3/8" bubble type. The use of square, oblong or oval tanks, which require heavy steel plates and additional welding, will not be acceptable.***

Comply (Yes) ✓ (No) _____ Will supply _____

1.4 - *The entire debris tank shall be hinged at the rear and designed for hydraulic dumping at 45 degrees.*

Comply (Yes) ✓ (No) _____ Will supply _____

1.5 - *The use of hydraulic pistons, hoses and/or internal baffles inside the debris tank will not be accepted.*

Comply (Yes) ✓ (No) _____ Will supply _____

1.6 - *A steel splash shield shall be permanently attached under the rear door to direct the debris away from the rear of the tank when dumping.*

Comply (Yes) ✓ (No) _____ Will supply _____

1.7 - *A full diameter, height/width, top hinged rear door shall hydraulically open and close to a 90-degree angle to eliminate dragging the door through the discharged debris. This shall be accomplished by means of a power open, power close hydraulic cylinder. For ease of maintenance, cleaning and dumping, partial doors, flat steel doors will be considered unacceptable.*

Comply (Yes) ✓ (No) _____ Will supply _____

1.8 - *The door shall seal by a heavy-duty rubber seal attached to the debris tank shell, seals attached to the door will not be accepted due to maintenance considerations.*

Comply (Yes) ✓ (No) _____ Will supply _____

1.9 - *The door shall seal by means of four individual hydraulic cylinder locks, which shall eliminate the need for any system require unlatching at the rear of the unit. This shall provide for maximum safety to operating personnel. The use of high maintenance, Mechanical linkages, systems that require manual adjustment or systems mounted inside the debris tank will be unacceptable.*

Comply (Yes) ✓ (No) _____ Will supply _____

*1.10 - Two 5 in. tempered glass liquid level sight eyes shall be installed on the rear door to indicate liquid level. High maintenance, mechanical body load indicators with float devices are unacceptable.*

Comply (Yes) ✓ (No) _____ Will supply _____

*1.11 - An automatic stainless steel ball and rubber socket check valve system will be installed inside the debris tank to prevent over-filling. When debris tank is full, the ball check valve shall automatically stop the flow of air to the exhauster, therefore, protecting it from water intake.*

Comply (Yes) ✓ (No) _____ Will supply _____

*1.12 - A manual tank prop shall be supplied.*

Comply (Yes) ✓ (No) _____ Will supply _____

*1.13 - The air drawn from the debris body must pass through a filter screen with adequate size to protect the vacuum system. The screen shall be easily removable from ground level.*

Comply (Yes) ✓ (No) _____ Will supply _____

*1.14 - A 6 in. diameter bronze, quick opening gate valve and 10' X 6" lay flat hose with storage rack will be located on the bottom of the rear door, no higher than 5 feet above ground level to allow for the removal of excess liquids. A screen covering a minimum of ¾ of the rear door area shall allow for 80% of debris tank liquids to be drained off without raising debris tank. The screen shall pivot during the dump cycle to allow for easy cleaning.*

Comply (Yes) ✓ (No) _____ Will supply _____

*1.15 - A lifetime warranty shall be supplied for the debris tank. A copy of the warranty shall be submitted with the bid.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 2.0 WATER TANK

*2.0 - A minimum usable capacity of 1150 gallons supplied for the operation. Water tank(s) shall be manufactured of 3/8", UV stabilized light grey, repairable poly. Metal and or blow mold poly tanks will not*

*be considered as equal due to maintenance considerations.*

Comply (Yes) ✓ (No) _____ Will supply _____

2.2 - *A lifetime warranty shall be supplied. A copy of the warranty shall be submitted with the bid.*

Comply (Yes) ✓ (No) _____ Will supply _____

2.2 - *Bidder shall provide an annual inspection of the water tanks at no additional cost for the life of the warranty.*

Comply (Yes) ✓ (No) _____ Will supply _____

2.3 - *A water fill system with direct full flow from the water hydrant shall be located at the curbside. The 2.5 in National Standard Fire thread female swivel connection shall be provided for the complete filling of the water tank system.*

Comply (Yes) ✓ (No) _____ Will supply _____

2.4 - *The fill system shall include an air gap anti-siphon design to protect the potable water supply. An anti-splash valve shall be located inside the fill system to prevent spillage from the water tank while in transit. Two water level sight tubes shall be provided at locations visible to the operator.*

Comply (Yes) ✓ (No) _____ Will supply _____

2.5 - *The water supply to the pump shall allow dumping of the debris tank and operation of the water pump while in the full dumped position. To insure a complete cleanout of sediment, water tanks shall also raise with debris body during dump mode. A 2.5 in. quick opening drain in the lowest point of the water tank system shall be included allowing for periodic flushing out of water tank sediments.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 3.0 WATER PUMP SYSTEM

3.1- *The system shall include a heavy-duty water pump. The pump shall be capable of operating flow from 0-40 GPM and from pressures from*

*0-2000 PSI. The pump shall have a five-year warranty. A copy of the pump manufacturer's statement of warranty shall be submitted with the bid.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.2 - *An inlet strainer shall be provided, it shall allow for easy cleaning without the use of tools, and may be cleaned with the tanks full.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.3 - *The pump shall be mounted above the chassis frame to avoid damage from rough roads and off road travel.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.4 - *The truck chassis engine shall drive the water pump via a heavy duty split shaft power take off, and a variable speed "Kevlar" reinforced Carbon Poly Chain. Engagement/disengagement can be accomplished either from inside the cab or at the operator's station via dual clutch PTO. The use of low cost transfer cases, high maintenance hydraulic drives or auxiliary engines, or standard cogged drive belts will not be acceptable.*

Comply (Yes) ✓ (No) _____ Will supply_____

3.5 - *An air valve for purging the water from the pump system for storage shall be provided, pull valves shall be supplied on the pump to drain trapped water within the pump.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.6 - *The entire pressure piping system shall be designed in 1 in I.D. with a pressure relief valve set at maximum operating pressure of 2000 PSI and sealed at the factory.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.7 - *A wash down system will be part of the primary water pump system and include a quick connect hose fitting located curb side near the. water pump complete with a pressure relief valve set at 800 PSI.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.8 *An adjustable spray hand gun rated at 800 PSI, will be provided and furnished with 75 ft of 1/2 in. high pressure hose and a retractable hose reel mounted on passenger side of unit, forward of rear axles.*

Comply (Yes) ✓ (No) _____ Will supply _____

3.9 - *A system for recirculation of water through the entire system shall be supplied.*

Comply (Yes) ✓ (No) _____ Will supply _____

## *4.0 AIR VAC SYSTEM*

4.1 - *The system shall include a positive displacement rotary lobe type exhauster. This system shall be capable of a minimum 217 inches of negative water pressure at 3600 CFM. Air conveyance systems are not acceptable.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.2 - *Lubrication for the positive displacement exhauster shall be by means of self contained splash system with sight eyes provided to check oil level.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.3 - *The rating of the vacuum system at sea level will be a minimum of 217 column inches of water at maximum RPM.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.4 - *The truck chassis engine shall drive the positive displacement exhauster via a heavy duty split shaft power take off, and a variable speed Carbon Poly Chain. Engagement/Disengagement can be accomplished either from inside the cab or at the operator's station. The use of low cost transfer cases, high maintenance hydraulic drives or auxiliary engines will not be acceptable.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.5 - *Blower engagement and disengagement shall be by means of a toggle switch on rear of truck at operator's station.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.6 - *A vertically mounted, single stage, stainless steel micro-strainer in a*

*centrifugal separator will be incorporated between the exhauster and the debris tank. It shall be vertical mounted to shall allow the settling of contamination out of the main airflow.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.7 - *Vacuum unloader valves will be built into the vacuum system to maintain high negative pressure.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.8 - *A vacuum/pressure gauge shall be supplied at the operator's station.*

Comply (Yes) ✓ (No) _____ Will supply _____

4.9 - *A self-aligning connection between the debris tank and the air-vac system shall be supplied.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 5.0 SUCTION INTAKE BOOM

5.1 - *Debris loading into the tank will be through a one (1) piece 8" extra heavy-duty wire reinforced rubber hose assembly that allows for periodic rotation to prevent premature wear of the entire assembly. Boom hose assemblies with costly metallic elbows that cannot be rotated are unacceptable.*

Comply (Yes) ✓ (No) _____ Will supply _____

5.2 - *The boom shall rotate a minimum of 360 degrees by a gear drive.*

Comply (Yes) ✓ (No) _____ Will supply _____

5.3 - *A boom coverage diagram shall be supplied with the bid.*

Comply (Yes) ✓ (No) _____ Will supply _____

5.4 - *Rotation, extension, lift and air vac valve shall be controlled by a portable pendant control from any location around the machine.*

Comply (Yes) ✓ (No) _____ Will supply _____

5.5 - *The boom shall extend 4 ft.6 inches to a minimum of 19 ft.6 inches and rise to a height of 19 ft.*

Comply (Yes) ✓ (No) _____ Will supply _____

5.6 - *Boom shall be top loading to insure that when filling, debris tank l liquids are by design, transferred towards a rear discharge door allowing for maximum storage of debris starting at front of debris tank filling to the rear towards the discharge door creating, a maximum center of gravity load between the chassis front and rear axles for maximum driver control and stability.*

Comply (Yes) ✓ (No) _____ Will supply _____

5.7 *The boom shall be capable of lifting 1000 lbs.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 6.0 INTERNAL BOOM VALVE

6.1 - *If a positive displacement exhauster is supplied, an internal boom valve shall be supplied. The valve shall pneumatically be operated for greater speed and located outside the debris tank.*

Comply (Yes) ✓ (No) _____ Will supply _____

6.2 - *By closing the internal boom valve, the operator will completely stop all airflow through the vacuum tube allowing the user to build an instantaneous 217 in. of water volume vacuum within the debris tank.*

Comply (Yes) ✓ (No) _____ Will supply _____

6.3 - *By quickly opening the valve, an updraft will loosen compacted solids that would normally require removal by mechanical means.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 7.0 DEBRIS TANK FLUSH OUT SYSTEM

7.1 - *A system of nozzles shall be installed in the debris tank. These nozzles will completely flush out the debris, and scour the top, sides, bottom, and the inside of the debris tank and rear door.*

Comply (Yes) ✓ (No) _____ Will supply _____

7. 2 - *There shall be a minimum of four (4) high-pressure nozzle heads. Each nozzle shall have a sufficient number of orifices to clean the entire tank.*

Comply (Yes) ✓ (No) _____ Will supply _____

7.3 - *Two (2) nozzles shall be suspended from the top of the debris tank by flexible, heavy duty, wire reinforced rubber hose to prevent damage normally associated with steel pipe within a debris tank to assist in the removal of compacted debris. Two (2) additional nozzles shall be mounted at the front debris tank wall at the bottom to scour the floor of debris tank and assist with cleaning of rear door screen.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 8.0 OPERATING CONTROLS, GAUGES AND INSTRUMENTS

8.1 - *A portable pendant control with a quick disconnect shall be attached to the unit and operate all power functions of the boom. It will include power rotation with an automatic position lock, hydraulic boom movement up and down, plus telescoping in/out, and the air-vac internal boom valve. The boom will also be controlled via a 6 function joystick mounted at the rear operator's station.*

Comply (Yes) ✓ (No) _____ Will supply _____

8.2 - *Hydraulic controls to open and close the debris tank door as well as raise and lower the debris and water tanks, lock and unlock the rear door will be at the curb side of the unit, well forward to the dumping area to provide maximum operator safety.*

Comply (Yes) ✓ (No) _____ Will supply _____

8.3 - *In addition, the following gauges and controls shall be mounted at an angle for ease of viewing on the hose reel assembly.*

Comply (Yes) ✓ (No) _____ Will supply _____

8.4 - *Chassis tachometer*

Comply (Yes) ✓ (No) _____ Will supply _____

*8.5 - Vacuum gauge*

Comply (Yes) ✓ (No) _____ Will supply _____

*8.6 - Water pressure gauge*

Comply (Yes) ✓ (No) _____ Will supply _____

*8.7 - Electronic actuated engine throttles, one at each control panel mounted, and one at location of debris tank hydraulic dump valve.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 9.0 MISC., TOOLS, ACCESSORIES, STORAGE

*9.1 - 2 locking, aluminum toolboxes shall be provided. The box shall be constructed of 100 Aircraft grade, diamond plate tread bright aluminum with a mirror finish. It shall be sealed and weatherized with stainless steel "T" latches 1 street side, 1 curb side.*

Comply (Yes) ✓ (No) _____ Will supply _____

*9.2 - Tube storage brackets shall be provided to accommodate an three (3) 6-ft. extension tubes and one 6-ft intake tube.*

Comply (Yes) ✓ (No) _____ Will supply _____

*9.3 - Aluminum fenders shall be installed to protect the unit from road material during transport. The unit will have mud flaps connected to the fenders.*

Comply (Yes) ✓ (No) _____ Will supply _____

9.4 - *STANDARD ITEMS TO BE INCLUDED*

| Quantity | Item |
|---|---|
| *2* | *Service Manuals* |
| *1* | *Tube Connector Tool* |
| *1* | *Air purge system – utilizing chassis air tank* |
| *1* | *PTO hour meter* |
| *1* | *Back-up alarm, 12V electric* |
| *1* | *6-way joystick control for boom* |

| | |
|---|---|
| *1* | *12V electrical outlet at main control panel* |
| *1* | *Traffic cone holder* |
| *1* | *Left & right rear tow hooks* |
| *1* | *Access steps to top of debris tank* |
| *1* | *Provision dual camera system: back-up and manhole spotter* |
| *1* | *25' fill hose with storage basket* |
| *1* | *Hydrant wrench* |
| *1* | *Manhole cover hook* |
| *1* | *Manhole vacuum tube support, for 8" tubes* |
| *1* | *Boom up safety light & alarm* |
| *1* | *Low water warning light & alarm* |
| *1* | *Petcock valve on y-strainer cap* |
| *1* | *48" x 20.5" x 10" diamond tread toolbox* |
| *1* | *24" x 20.5" x 10" diamond tread toolbox* |
| *1* | *Pint of touch-up paint (to match body color)* |

Comply (Yes) ✓ (No) _____ Will supply _____

## 10.0 PAINT

*10.1 - All exposed metal surfaces shall be professionally prepared for painting with the minimum acceptable being (1) one coat of high build epoxy primer and (2) Two coasts of Acrylic Enamel or equal paint to match chassis cab.*

## 11.0 LIGHTS

*11.1 - The body shall include two stop and turn tail lights, two backup lights, and a license plate light, and all required clearance lights and reflectors. All DOT lighting to be LED type.*

Comply (Yes) ✓ (No) _____ Will supply _____

*11.2 - Four (4) amber strobes shall be supplied on unit. One (1) mounted on each top rear corner of debris tank and one (1) low-profile type shall be mounted on each chassis cab mirror.*

Comply (Yes) ✓ (No) _____ Will supply _____

*11.3 – Dual boom mounted LED work lights.*

Comply (Yes) ✓ (No) _____ Will supply _____

*11.4 – Rear mounted LED arrow board.*

Comply (Yes) ✓ (No) _____ Will supply _____

*11.5 – 20' retractable spotlight shall be mounted at side control station.*

Comply (Yes) ✓ (No) _____ Will supply _____

*11.6 – Control panel light shall be included.*

Comply (Yes) ✓ (No) _____ Will supply _____

*11.7 – Three (3) LED flood lights shall be provided on unit. One (1) mounted on rear of unit, two (2) mounted at side work station.*

Comply (Yes) ✓ (No) _____ Will supply _____

## 12.0 WARRANTY

*12.1 - Bidder must indicate warranty offered, which shall be no less than twelve months parts and labor. Any special extended warranty coverage on specific items must be indicated.*

Comply (Yes) ✓ (No) _____ Will supply _____

| Description | Comply |
|---|---|
| **2016 7400 SBA 6X4 (SF625)** | (yes) (no) |
| **APPLICATION:** Sewer Vac | (yes) (no) |
| **MISSION:** Requested GVWR: 56000. Calc. GVWR: 58350 | (yes) (no) |
| Calc. Start / Grade Ability: 22.41% / 1.87% @ 55 MPH | (yes) (no) |
| Calc. Geared Speed: 67.4 MPH | (yes) (no) |
| **DIMENSION:** Wheelbase: 224.00, CA: 156.90, Axle to Frame: 96.00 | (yes) (no) |
| **ENGINE, DIESEL:** {Cummins ISL9 330} EPA 2010, 330 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max) | (yes) (no) |
| **TRANSMISSION, AUTOMATIC:** {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW& GCW Max. | (yes) (no) |
| **CLUTCH:** Omit Item (Clutch & Control) | (yes) (no) |
| **AXLE, FRONT NON-DRIVING:** {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity | (yes) (no) |
| **AXLE, REAR, TANDEM:** {Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel Ends Gear Ratio: 6.14 | (yes) (no) |
| **CAB:** Conventional | (yes) (no) |
| **TIRE, FRONT:** (2) 11R22.5 Load Range G ECO PLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position | (yes) (no) |
| **TIRE, REAR:** (8) 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive | (yes) (no) |
| **SUSPENSION, REAR, TANDEM:** {Chalmers 854-46H-HS} Walking Beam Type, Rubber Spring, 54" Axle Spacing; 46,000-lb Capacity, With High Stability (HS) Restrictor Cans and (8) Torque Rods Less Shocks | (yes) (no) |
| **PAINT:** Cab schematic 209GN | (yes) (no) |
| Location 1: 3016, Orange (Custom) | (yes) (no) |
| Location 2: 0667, Blue (Custom) | (yes) (no) |
| Chassis schematic N/A | (yes) (no) |
| Base Chassis, Model 7400 SBA 6X4 with 224.00 Wheelbase, 156.90 CA, and 96.00 Axle to Frame. | (yes) (no) |
| TOW HOOK, FRONT (2) Frame Mounted | (yes) (no) |
| FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.433" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL | (yes) (no) |
| BUMPER, FRONT Steel, Swept Back | (yes) (no) |
| : BUMPER, FRONT Powder Coated Gray (Argent) Color | (yes) (no) |
| WHEELBASE RANGE 221" (560cm) Through and Including 262" (665cm) | (yes) (no) |
| AXLE, FRONT NON-DRIVING {Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity | (yes) (no) |
| SUSPENSION, FRONT, SPRING Multileaf, Shackle Type; 14,000-lb Capacity; With Shock Absorbers, for Reduced Deflection Vocational Use | (yes) (no) |
| : SPRING PINS Rubber Bushings, Maintenance-Free | (yes) (no) |
| BRAKE SYSTEM, AIR Dual System for Straight Truck Applications | (yes) (no) |
| : BRAKE LINES Color and Size Coded Nylon | (yes) (no) |
| : DRAIN VALVE Twist-Type | (yes) (no) |
| : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster | (yes) (no) |
| : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel | (yes) (no) |
| : PARKING BRAKE VALVE For Truck | (yes) (no) |
| : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 | (yes) (no) |
| : SLACK ADJUSTERS, FRONT Automatic | (yes) (no) |
| : SLACK ADJUSTERS, REAR Automatic | (yes) (no) |

| | |
|---|---|
| : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4 | (yes) (no) |
| BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqln Long Stroke Brake Chambers | (yes) (no) |
| DRAIN VALVE {Berg} Manual; With Pull Chain, for Air Tank | (yes) (no) |
| : DRAIN VALVE Mounted in Wet Tank | (yes) (no) |
| AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel) | (yes) (no) |
| AIR DRYER {Bendix AD-9} With Heater | (yes) (no) |
| : AIR DRYER LOCATION Inside Left Rail, Back of Cab | (yes) (no) |
| BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake | (yes) (no) |
| BRAKE CHAMBERS, FRONT AXLE {Bendix} 24 Sqln | (yes) (no) |
| SLACK ADJUSTERS, FRONT {Haldex} Automatic | (yes) (no) |
| SLACK ADJUSTERS, REAR {Haldex} Automatic | (yes) (no) |
| BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake | (yes) (no) |
| AIR COMPRESSOR {Cummins} 18.7 CFM Capacity | (yes) (no) |
| BRAKE CHAMBERS, SPRING on Rear/Rear Axle Located Inside Rear Tire Envelope (Meets Asphalt Spreader/Paver Clearance Requirements) | (yes) (no) |
| STEERING COLUMN Tilting | (yes) (no) |
| STEERING WHEEL 2-Spoke, 18" Dia., Black | (yes) (no) |
| STEERING GEAR {Sheppard M100} Power | (yes) (no) |
| EXHAUST SYSTEM Switchback Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab; Includes Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab | (yes) (no) |
| AFTERTREATMENT with Special Temperature Control, for Stationary Applications | (yes) (no) |
| ELECTRICAL SYSTEM 12-Volt, Standard Equipment | (yes) (no) |
| : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab | (yes) (no) |
| : FUSES, ELECTRICAL SAE Blade-Type | (yes) (no) |
| : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover | (yes) (no) |
| : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever | (yes) (no) |
| : HEADLIGHTS (2) Sealed Beam, Round, with Chrome Plated Bezels | (yes) (no) |
| : JUMP START STUD Located on Positive Terminal of Outermost Battery | (yes) (no) |
| : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light | (yes) (no) |
| : STARTER SWITCH Electric, Key Operated | (yes) (no) |
| : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector | (yes) (no) |
| : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature | (yes) (no) |
| : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever | (yes) (no) |
| : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted | (yes) (no) |
| : WIRING, CHASSIS Color Coded and Continuously Numbered | (yes) (no) |
| POWER SOURCE Cigar Type Receptacle without Plug and Cord | (yes) (no) |
| ALTERNATOR {Leece-Neville AVI160P2013} Brush Type; 12 Volt 160 Amp. Capacity, Pad Mount, With Remote Sense | (yes) (no) |
| BODY BUILDER WIRING Rear of Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn | (yes) (no) |
| BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total | (yes) (no) |
| TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights | (yes) (no) |
| RADIO AM/FM/WB/Clock/3MM Auxiliary Input, with Multiple Speakers | (yes) (no) |

| | |
|---|---|
| BACK-UP ALARM Electric, 102 dBA | (yes) (no) |
| SWITCH, AUXILIARY Accessory Control; for Wiring in Roof, With Maximum of 20 amp Load With Switches In Instrument Panel | (yes) (no) |
| HORN, ELECTRIC Disc Style | (yes) (no) |
| BATTERY BOX Steel With Plastic Cover, 18" Wide, 2, 3, or 4 Battery Capacity, Mounted Right Side Back of Cab | (yes) (no) |
| HORN, AIR Black, Single Trumpet, Air Solenoid Operated | (yes) (no) |
| SOLENOID, AIR for Customer Use; Provides (4) Normally Closed Pilot Air Source, Approx. 4 CFM, Includes Latched Switch in Cab; Air Available Only With Key in "Ignition" or "Accessory" Position; Air Will Exhaust with Key in "Off" Position | (yes) (no) |
| CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade | (yes) (no) |
| STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection | (yes) (no) |
| INDICATOR, LOW COOLANT LEVEL With Audible Alarm | (yes) (no) |
| CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses | (yes) (no) |
| TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender | (yes) (no) |
| INSULATION, UNDER HOOD for Sound Abatement | (yes) (no) |
| GRILLE Stationary, Chrome | (yes) (no) |
| INSULATION, SPLASH PANELS for Sound Abatement | (yes) (no) |
| FRONT END Tilting, Fiberglass, With Three Piece Construction; for 2007 & 2010 Emissions | (yes) (no) |
| PAINT SCHEMATIC, PT-1 Two Tone, Design 209. | (yes) (no) |
| PAINT TYPE Base Coat/Clear Coat, 1-2 Tone | (yes) (no) |
| PAINT CLASS Single Custom Color | (yes) (no) |
| CLUTCH Omit Item (Clutch & Control) | (yes) (no) |
| ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection | (yes) (no) |
| BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/ISL Engines | (yes) (no) |
| ENGINE, DIESEL {Cummins ISL9 330} EPA 2010, 330 HP @ 2000 RPM, 1000 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 330 Peak HP (Max) | (yes) (no) |
| FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed With Residual Torque Device for Disengaged Fan Speed | (yes) (no) |
| : FAN Nylon | (yes) (no) |
| FEDERAL EMISSIONS {Cummins ISL9} EPA, OBD and GHG Certified for Calendar Year 2016 | (yes) (no) |
| RADIATOR Cross Flow, Series System; 1228 Sqin Aluminum Radiator Core and 1167 Sqin Charge Air Cooler | (yes) (no) |
| : DEAERATION SYSTEM with Surge Tank | (yes) (no) |
| : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps | (yes) (no) |
| : RADIATOR HOSES Premium, Rubber | (yes) (no) |
| AIR CLEANER Dual Element | (yes) (no) |
| : GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted | (yes) (no) |
| THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel | (yes) (no) |
| EMISSION COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door | (yes) (no) |
| ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; With Ignition Switch Control for Cummins ISB or ISL Engines | (yes) (no) |
| TRANSMISSION, AUTOMATIC {Allison 3000_RDS_P} 5th Generation Controls; Close Ratio, 6-Speed, With Double Overdrive; On/Off Hwy; Includes Oil Level Sensor, With PTO Provision, Less Retarder, With 80,000-lb GVW & GCW Max. | (yes) (no) |
| OIL COOLER, AUTO TRANSMISSION {Modine} Water to Oil Type | (yes) (no) |

TRANSMISSION SHIFT CONTROL {Allison} Push-Button Type; for Allison 3000 & 4000 Series Transmission (yes) (no)

SHIFT CONTROL PARAMETERS Allison S-1 Performance Programming in Primary and Allison Fixed Programming in Secondary (yes) (no)

TRANSMISSION OIL Synthetic; 29 thru 42 Pints (yes) (no)

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS); Airport Refueler, Sewer Evac (yes) (no)

PTO LOCATION Left Side of Transmission (yes) (no)

AXLE, REAR, TANDEM {Meritor RT-46-160} Single Reduction 46,000-lb Capacity, 200 Wheel Ends . Gear Ratio: 6.14 (yes) (no)

: POWER DIVIDER LOCK Electric over Air Operated, Cab Control with Indicator Light (yes) (no)

: REAR AXLE DRAIN PLUG (2) Magnetic, For Tandem Rear Axle (yes) (no)

SUSPENSION, REAR, TANDEM {Chalmers 854-46H-HS} Walking Beam Type, Rubber Spring, 54" Axle Spacing; 46,000-lb Capacity, With High Stability (HS) Restrictor Cans and (8) Torque Rods Less Shocks (yes) (no)

: CROSSMEMBER, SUSPENSION Stamped Steel Double Dogbone (yes) (no)

LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail 41" Back of Cab (yes) (no)

FUEL/WATER SEPARATOR {Racor 400 Series,} 12 Volt Pre-Heater, with Primer Pump, and WIF Sensor (yes) (no)

FUEL TANK Top Draw; D-Style, Non-Polished Aluminum, 19" Deep, 70 U.S. Gal., 265 L Capacity, with Quick Connect Outlet, Mounted Left Side, Under Cab (yes) (no)

FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module (yes) (no)

DEF TANK 7 U.S. Gal. 26.5L Capacity, Frame Mounted Outside Left Rail, Under Cab (yes) (no)

CAB Conventional (yes) (no)

: ARM REST (2) Molded Plastic; One Each Door (yes) (no)

: COAT HOOK, CAB Located on Rear Wall, Centered Above Rear Window (yes) (no)

: CUP HOLDERS Two Cup Holders, Located in Lower Center of Instrument Panel (yes) (no)

: DOME LIGHT, CAB Rectangular, Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Console, Center Mounted (yes) (no)

: GLASS, ALL WINDOWS Tinted (yes) (no)

: GRAB HANDLE, CAB INTERIOR (1) "A" Pillar Mounted, Passenger Side (yes) (no)

: GRAB HANDLE, CAB INTERIOR (2) Front of "B" Pillar Mounted, One Each Side (yes) (no)

: INTERIOR SHEET METAL Upper Door (Above Window Ledge) Painted Exterior Color (yes) (no)

: STEP (4) Two Steps Per Door (yes) (no)

GAUGE CLUSTER English With English Electronic Speedometer (yes) (no)

: GAUGE CLUSTER (6) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter, Washer Fluid Level (yes) (no)

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout (yes) (no)

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible) (yes) (no)

GAUGE, OIL TEMP, AUTO TRANS , for Allison Transmission (yes) (no)

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster (yes) (no)

GAUGE, DEF FLUID LEVEL (yes) (no)

SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, With 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust (yes) (no)

: SEAT BELT 3-Point, Lap and Shoulder Belt Type (yes) (no)

SEAT, PASSENGER {National} Non Suspension, High Back, Fixed Back, Integral Headrest, Vinyl (yes) (no)

MIRRORS (2) {Lang Mekra} Rectangular, Thermostatically Controlled Heated Heads, Black Heads, Brackets and Arms, Breakaway Type, (yes) (no)

7.55" x 14.1" Integral Convex Both Sides, 102" Inside Spacing (yes) (no)

AIR CONDITIONER {Blend-Air} With Integral Heater & Defroster (yes) (no)

: HEATER HOSES Premium (yes) (no)

: HOSE CLAMPS, HEATER HOSE Mubea Constant Tension Clamps (yes) (no)

: REFRIGERANT Hydrofluorocarbon HFC-134A (yes) (no)

INSTRUMENT PANEL Center Section, Flat Panel (yes) (no)

HVAC FRESH AIR FILTER (yes) (no)

STORAGE POCKET, DOOR Molded Plastic, Full Width; Mounted on Passenger Door (yes) (no)

CAB INTERIOR TRIM Deluxe (yes) (no)

: "A" PILLAR COVER Molded Plastic (yes) (no)

: CAB INTERIOR TRIM PANELS Cloth Covered Molded Plastic, Full Height; All Exposed Interior Sheet Metal is Covered Except for the Following: with a Two-Man Passenger Seat or with a Full Bench Seat the Back Panel is Completely Void of Covering (yes) (no)

: CONSOLE, OVERHEAD Molded Plastic; With Dual Storage Pockets with Retainer Nets and CB Radio Pocket (yes) (no)

: DOOR TRIM PANELS Molded Plastic; Driver and Passenger Doors (yes) (no)

: FLOOR COVERING Rubber, Black (yes) (no)

: HEADLINER Soft Padded Cloth (yes) (no)

: INSTRUMENT PANEL TRIM Molded Plastic with Black Center Section (yes) (no)

: STORAGE POCKET, DOOR (1) Molded Plastic, Full-Length; Driver Door (yes) (no)

: SUN VISOR (2) Padded Vinyl with Driver Side Toll Ticket Strap, Integral to Console (yes) (no)

CAB REAR SUSPENSION Air Bag Type (yes) (no)

WHEELS, FRONT {Accuride 50408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs (yes) (no)

WHEELS, REAR {Accuride 50408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs (yes) (no)

(8) TIRE, REAR 11R22.5 Load Range G HDR2 (CONTINENTAL), 491 rev/mile, 75 MPH, Drive (yes) (no)

(2) TIRE, FRONT 11R22.5 Load Range G ECO PLUS HS3 (CONTINENTAL), 495 rev/mile, 75 MPH, All-Position (yes) (no)

Cab schematic 209GN (yes) (no)

Location 1: 3016, Orange (Custom) (yes) (no)

Location 2: 0667, Blue (Custom) (yes) (no)

Chassis schematic N/A (yes) (no)

**Services Section:** (yes) (no)

WARRANTY Standard for WorkStar 7300/7400 (4x2, 4x4, 6x4, 6x6), Effective with Vehicles Built January 2, 2015 or Later, CTS-2002U (yes) (no)

SRV CONTRACT, EXT CMMS ENGINE {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins ISL Engine Coverage, Protection Plan 1 (yes) (no)

SRV CONTRACT, EXT CMMS AFTR {Cummins} To 60-Month/100,000 Miles (160,000 km), Extended Cummins ISL Aftertreatment (yes) (no)

Coverage. For Use when Protection Plan 1 of Equal or Greater Duration is Purchased (Truck Application Only) (yes) (no)

SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 60-Month/100,000 Miles (160,000 km), Excludes Extended Warranty for Engine and Transmission (yes) (no)

Allison Extended Transmission Coverage 60-month/unlimited mileage (yes) (no)

One spare wheel and tire (yes) (no)

Five sets of ignition and door keys (yes) (no)

## STANDARD LIMITED PRODUCT WARRANTY

Hi-Vac Corporation hereinafter called the Company, warrants for a period of twelve (12) months from the date this product is accepted by the purchaser, that all design and material of its own manufacture shall be free from defects. The company agrees to repair or replace, at its sole discretion, such defects to assure the product performs according to its published specifications at time of manufacture.

This warranty will not cover any part or service subject to normal wear or adjustment as described in the Operator's Manual supplied with the product. This warranty will not cover failure caused by purchaser's failure to perform normal maintenance by abuse, or by purchaser's use of product for purposes not intended by design. Alterations or modifications to product without the express written permission of the Company may void this warranty. Use of replacement parts not supplied by the Company may void this warranty. All parts supplied under the provisions of this warranty are F.O.B. Marietta, Ohio.

This warranty shall be the only warranty in effect, and no one shall have the authority to supersede or modify its provisions except in writing by the Company, or as provided in these terms.

## WARRANTY EXTENSIONS

The Company may wish to offer an extension to this warranty, at a price it may determine and publish. This extension will act to increase the period over which these terms may apply, but will not modify any of the terms except as may be expressly stated in writing by the Company.

## MAJOR COMPONENT WARRANTY

Components provided as part of this product, but those which are not manufactured by the Company, shall have whatever warranty and terms as are offered by the original manufacturer and shall not be covered by these provisions except where specifically stated. These warranties shall be provided upon request. The Company shall make good faith efforts on behalf of the purchaser to enforce any applicable warranty offered by its vendors.

## SPECIAL WATER TANK WARRANTY

The Company warrants its water tanks to be free from leaks, and agrees to cover repairs or replacements of defective tanks according to the following schedule:

## POLYGRAPHITE TANKS

A LIFETIME warranty on all polygraphite water tanks. The company guarantees for the lifetime of the tanks against failure from corrosion, cracking, or leaking, not due to damage or abuse.

## DEBRIS TANKS

A LIFETIME warranty The company guarantees for the lifetime of the debris tank against failure from corrosion, cracking, or leaking, not due to damage or abuse, provided terms of inspection as outlined in Operator's Manual are met.

## WATER PUMP

A FIVE YEAR warranty. The company guarantees for 5 YEARS the WATER PUMP against failure , not due to damage or abuse, provided terms of inspection as outlined in Pump Manufactures Operator's Manual are met.

## DESIGN MODIFICATIONS

The Company reserves the right to make modifications to its design and specifications which shall in no way infer that previous designs and specifications are not fit for their originally intended purpose, and shall in no way obligate the Company to perform such modifications to products manufactured before these changes were adopted.

## WARRANTY INITIATION

The warranty shall begin at the date the product is accepted by the purchaser which shall be documented by the "Delivery Check List" included in the operating manual for the machine, properly filled out by the delivering dealer, and signed by the purchaser. If this form is not returned to Hi-Vac, the warranty shall begin in 30 days after shipment from the factory.

Any product which has been used as a demonstration unit will, upon sale to the purchaser, have the full warranty as provided for in these terms, subject to the conditions as stated herein. The Company must be notified by the delivering dealer in the same way as any newly manufactured machine.

## LIMITATIONS / EXCLUSIONS TO WARRANTY

The company shall not be held liable, under the terms of this warranty, for any losses, damages or expense charges incurred by purchaser, or its agents, representatives or employees, as a result of any failure of the product to perform. Other than those expressly stated herein, there are no other warranties of any kind, express or implied, and specifically excluded but not by way of limitation, are the implied warranties of fitness for a particular purpose and merchantability.

The following are specifically, though not exclusively, precluded from the terms of this warranty except as already stated:

| | |
|---|---|
| Exhauster/vacuum pump | Drive belts |
| High pressure water hose | Truck chassis |
| Hydraulic pumps, motors and valves | Power Take-Off |
| Electrical components | Suction hoses and tubes |
| Batteries | Axles, tires |

## CLAIMS PROCEDURE

Warranty claims against the Company shall be made by the delivering dealer in accordance with the terms set forth in the "Warranty Request Claim" policy statement as set forth at the latest effective date.

All parts are supplied F.O.B. by the factory in Marietta, Ohio. No freight allowances are made. No travel time allowances are made. The purchaser shall agree to these terms by virtue of acceptance of the machine or purchased part. Warranty is no transferable from original owner.

## REPLACEMENT PART WARRANTY

Parts replaced during the warranty period will be warranted only during the term of the original warranty. No extension of warranty is made by installation of the new part.

Replacement parts purchased after the warranty period will carry a thirty (30) day warranty against defects in material or workmanship, or whatever warranty shall be offered and be enforceable upon the original manufacturer, whichever is longer. Labor costs incurred to replace defective parts are specifically excluded from this warranty.

The purchaser shall be responsible for payment of the replacement part until such time as the original manufacturer shall offer warranty replacement to the Company, at which time credit will be issued to the purchaser. **All such defective parts must be returned to the factory, freight pre-paid, for evaluation and determination of warranty by the original manufacturer.** Requests for return will be made at the discretion of the Company. No part shall have been previously disassembled or tampered with in any way so as to void the manufacturer's warranty.

The Company's sole responsibility under these terms shall be the timely return of the defective part to the original manufacturer for warranty consideration, and for such reasonable follow-up action as may be necessary to expedite the claim. The original manufacturer's decision shall be final and binding on both purchaser and the Company.

# LIMITED WARRANTY FOR MODELS
# WORKSTAR® SERIES, 7300/7400 (4x2, 6x4, 4x4, 6x6)

***Effective with vehicles built January 02, 2015 or later**

## *BASIC VEHICLE*

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

| BASIC VEHICLE COVERAGE | Months | Miles/Km (000) |
|---|---|---|
| Basic Vehicle Warranty (Feature Code 40010) (See exceptions listed below) | 12 | Unlimited |
| Basic Vehicle Warranty (WorkStar Only-Feature 40013) | 12 | Unlimited |
| Towing (Vehicles with MaxxForce®7 engine failures only) | 24 | Unlimited |
| Towing (Vehicles with MaxxForce®9 engine failures only) | 24 | 250/400 |
| Towing (Vehicles with Navistar® N 9 engine failures only) | 24 | 250/400 |
| Towing (Vehicles with MaxxForce®10 engine failures only) | 24 | 250/400 |
| Towing (Vehicles with Navistar® N 10 engine failures only) | 24 | 250/400 |
| Towing (Vehicles with MaxxForce®DT standard torque engine failures only) | 24 | Unlimited |
| Towing (Vehicles with MaxxForce®DT high torque engine failures only) | 24 | 250/400 |
| Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below) | | |
| **Note:Items not listed in warranty exceptions follow base warranty.** | | |
| WARRANTY EXCEPTIONS | | |
| **CHASSIS COVERAGE** | **Months** | **Miles/Km (000)** |
| Frame side rails | 84 | Unlimited |
| Cab/cowl structure | 60 | Unlimited |
| Cab/cowl perforation corrosion | 60 | Unlimited |
| **ENGINE COVERAGE** | **Months** | **Miles/Km (000)** |
| **Non-Rescue Applications** | | |
| MaxxForce® 7 Engine | 24 | Unlimited |
| MaxxForce® 9 Engine | 24 | 250/400 |
| Navistar® N 9 Engine | 24 | 250/400 |
| MaxxForce® 10 Engine | 24 | 250/400 |
| Navistar® N 10 Engine | 24 | 250/400 |
| MaxxForce® DT Engine Standard Torque | 24 | Unlimited |
| MaxxForce® DT Engine High Torque | 24 | 250/400 |
| **Rescue Application Only (Fire Truck, Ambulance, Emergency)** | | |
| MaxxForce® 7 Engine | 60 | 100/160 |
| MaxxForce® 9 Engine | 60 | 100/160 |
| Navistar® N 9 Engine | 60 | 100/160 |
| MaxxForce® 10 Engine | 60 | 100/160 |
| Navistar® N 10 Engine | 60 | 100/160 |
| MaxxForce® DT Engine Standard Torque | 60 | 100/160 |
| MaxxForce® DT Engine High Torque | 60 | 100/160 |
| **DRIVETRAIN COVERAGE** | **Months** | **Miles/Km (000)** |
| Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission | 24 | Unlimited |
| Eaton/Fuller 6206/6306 Transmission | 24 | Unlimited |
| Meritor Axles | 24 | Unlimited |
| **MISCELLANEOUS COVERAGE** | **Months** | **Miles/Km (000)** |
| Batteries | 12 | Unlimited |
| Brightwork, Chassis Paint and Corrosion (other than Cab) | 6 | Unlimited |
| Hood/Cab Paint | 12 | Unlimited |
| FIRST 90 DAYS FROM DELIVERY TO USER (DTU) | | |
| Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels). | | |

## *Navistar Diesel Engine Coverage Includes:*

Engine block, cylinder heads, internally lubricated components fuel pump, high pressure pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

## *WHAT IS NOT INCLUDED UNDER BASIC COVERAGE*

### Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

### Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

### Other

- Vehicles sold and/or operated outside the United States and Canada
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

## OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

*This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.*

**Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.**

## DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

**Remedies Under State or Provincial Law:** Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

## RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature _____ Date _____

Owner's Address _____ City _____ State/Prov _____ Postal Code _____

Truck Model _____ Vehicle Identification Number _____

Engine Number _____ Engine Serial Number _____

Date Delivered to User (DTU) _____ Odometer Reading at Delivery _____

**IMPORTANT:** The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/4/2016

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

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

PRODUCER
Williams and Stazzone Insurance
99 North Atlantic Avenue
Cocoa Beach FL 32931

CONTACT NAME: Cathy Parker
PHONE (A/C, No, Ext): (800) 868-1235 FAX (A/C, No): (321) 868-2003
E-MAIL ADDRESS: cparker@wsins.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: Harco National Insurance Company | 26433 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
Syossett Truck Sales Inc
1561 Stewart Ave
Westbury NY 11590

COVERAGES CERTIFICATE NUMBER: CL1632426216 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | x COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE x OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | 0006632 | 03/1/2016 | 03/01/2017 | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ NA |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | 0006632 | 3/1/2016 | 3/1/2017 | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | x Garage Liab | | | | | | Auto Only/Gar Ops Liab | $ 1,000,000 |
| A | X UMBRELLA LIAB x OCCUR | | | | | | EACH OCCURRENCE | $ 10,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | 0006632 | 3/1/2016 | 3/1/2017 | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | (Mandatory in NH) | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Auto Inventory Phys Damage | | | 0006632 | 3/1/2016 | 3/1/2017 | Limit comp/coll $2500/10,000 | 1,600,000 |
| | GarageKeepers Legal Liab | | | | | | comp/coll ded $5000/25,000 | 500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certifciate Holder is listed as "Additional Insured"

CERTIFICATE HOLDER

Nassau County
Office of Purchasing
1 West Street
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
K Rosebrock/CATHYP

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# FORMAL BID RECOMMENDATION

BID NUMBER 07051-10276-133 OPEN October 27, 2016
TITLE: Catch Basin Cleaner
DATE: October 27, 2016
TO: **BUYER – Anette Sullivan** FROM: ADMINISTRATION

PLEASE REVIEW ATTACHED BID RESULT. NOTE YOUR RECOMMENDATION FOR AWARD.

FORWARD THIS TRANSMITTAL SHEET TOGETHER WITH BID FILE. RETAIN REQUISITION.

Date: October 27, 2016
To: Supervisor From: Buyer Anette Sullivan

List of recommended awards in accordance with the attached summary is shown in column at right. The reason for award to other than low bidder is indicated on the reverse side of this page.

Buyer

Date: _____

To: Director From: Supervisor

☐ Concur ☐ Disagree (See Reverse)

Date: 11/4/16

To: Buyer From: Director

☐ Approved for Award

☐ Hold award pending discussion

☐ ✓ Subject to Legislature Approval

_____ Director

| | Bid Results |
|---|---|
| Item | Bidder |
| | Recommend that an award should be mad |
| | to Syosset Truck Sales as the lowest |
| | responsible bidder meeting specifications |
| | and bid terms. |

Nassau County B37-16

Department of PUBLIC WORKS

B-37-16

# Staff Summary

| | |
|---|---|
| Subject<br>REQUIREMENTS CONTRACT FOR VARIOUS PARKS ATHLETIC FIELD AND PLAY SURFACES AND GENERAL CONSTRUCTION | Date:<br>**SEPTEMBER 7, 2016** |
| Department<br>**Public Works** | Vendor Name:<br>Louis Barbato Landscaping, Inc. |
| Department Head Name<br>**SHILA SHAH-GAVNOUDIAS** | Contract Number<br>**B41869-02G** |
| Department Head Signature<br>11/28 | Personal Services _____ Blanket Res _____ Calendar _____<br>Bid √ Rules Comm. _____ |
| Project Manager Name: Brian Schneider<br>Phone Number: **571-9610** | Contract Manager Name: Anthony Barbato<br>Phone Number: (631)285-6767 |

| Proposed Legislative Action | | | | | |
|---|---|---|---|---|---|
| | To | Date | Approval | Info | Other |
| | Assgn Comm | | | | |
| | Rules Comm | | | | |
| | Full Leg | | | | |

| Internal Approvals | | | |
|---|---|---|---|
| **Date & Init.** | **Approval** | **Date & Init.** | **Approval** |
| 9/12/16 | Dept. Head | | Counsel to C.E. |
| 11/29/16 | Budget | | County Atty. |
| | Deputy C.E. | | County Exec. |

Narrative

Purpose:

THE DEPARTMENT OF PUBLIC WORKS AND PARKS, RECREATION AND MUSEUMS REQUIRES A MECHANISM TO MAKE EMERGENCY AND NON-EMERGENCY REPAIRS AND RENOVATIONS AT VARIOUS COUNTY PARK FACILITIES INCLUDING ATHLETIC FIELDS, PLAYGROUNDS, RECREATION AREAS AS NEEDED.

Procurement History, if applicable:

Bid documents were publicized and made available to contractors for a period of three (3) weeks. Opening of the bids took place on September 6, 2016. Four (4) Firms participated in the bid. The bid submitted by Louis Barbato Landscaping, Inc,, was determined to be the lowest responsible bidder based on a review by Departmental personnel.

Procurement:

This contract was publically bid in accordance with General Municipal Law 103.

General Provisions:

This is a single prime contract with a two year duration, with payments based on time and material plus the contractor's mark-up of 13.5% on labor and 26.5% on material.

Impact on Funding/Price analysis:

Funding for this contract will come from multiple sources. The contract will include a contract cap of two million dollars ($2,000,000.00).

Recommendation:

Approve as submitted.

11/29/16

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 DEC 23 P 1:22

Revised 2/20/02

E . ٣٢٠ ١٤

**NIFA**

# Nassau County Interim Finance Authority

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

**1. Vendor:** LOUIS BARBATO LANDSCAPING, INC.

**2. Dollar amount requiring NIFA approval:** $ $2,000,000

**Amount to be encumbered:** $ $0.01 11/29/16

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term:** 730 DAYS

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

**4. Funding Source:**

___ General Fund (GEN)
✓ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % ___

Is the cash available for the full amount of the contract? ___ Yes ✓ No
If not, will it require a future borrowing? ✓ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ✓ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ✓ No ___ N/A

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

The Department of Public Works and the Department of Parks, Recreation and Museums requires a mechanism to construct improvements to athletic fields, recreation and play areas. This Requirements contract will allow for repair of existing facilities and construction of new recreation components as required.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

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

NONE

## AUTHORIZATION

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

Rosann DiCella 11/29/16

Signature Title Date

Print Name

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

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

*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:** **Louis Barbato Landscaping, Inc**

**CONTRACTOR ADDRESS:** **1600 Railroad Avenue, Holbrook, New York 11741**

**FEDERAL TAX ID #:** **11-3391608**

---

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

**I. X 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 Newsday on August 10, 2016. The sealed bids were publicly opened on September 6, 2016. Four (4) sealed bids were received and opened.

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

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

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

**Department Head Signature**

11/24/16

**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. 03/16*

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?

No.

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.

Vendor: Louis Barbato Landscaping Inc

Dated: 9/7/16

Signed: Anthony Barbato

Print Name: Anthony Barbato

Title: President

# Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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?

No.

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/26/16

Signed: Anthony Barbato

Print Name: Anthony Barbato - President

Title:

**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.

**The term "lobbying" or "lobbying activities" does not include**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Anthony Barbato
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1600 Railroad Ave
   City/state/zip Holbrook NY 11741
   Telephone 631-285-6767
   Other present address(es) none
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 7 / 14 / 97 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details. President of Barbato Nursery Corp 7/14/97 - present

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X 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? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anthony Barbato, 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 2nd day of September, 2016

Yvonne Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Louis Barbato Landscaping Inc.
Name of submitting business

Anthony Barbato
Print name

Anthony Barbato
Signature

President
Title

9 / 2 / 16
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Debra Barbato
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1600 Railroad Ave
   City/state/zip Holbrook NY 11741
   Telephone 631-285-6760
   Other present address(es) none
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 7/14/1997
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 7/14/1997
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details. Secretary/Treasurer - Barbato Nursery Corp 7/14/97 - present

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X 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? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Debra Barbato, 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 25th day of October 2016

Kelly Anne Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Louis Barbato Landscaping Inc.
Name of submitting business

Debra Barbato
Print name

Signature

Secretary/Treasurer
Title

10 / 25 / 16
Date

## Business History Form

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

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

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

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

Date: 9/2/16

1) Proposer's Legal Name: Louis Barbato Landscaping Inc.

2) Address of Place of Business: 1600 Railroad Ave, Holbrook NY 11741

List all other business addresses used within last five years:
none

3) Mailing Address (if different): _____

Phone: 631-295-6767

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 130896293

5) Federal I.D. Number: 11-3391608

6) The 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: Office space shared with Barbato Nursery Corp

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. Common ownership with Barbato Nursery Corp.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✗ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✗ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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? Yes ___ No ✗ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✗ 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? Yes ___ No ✗

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X 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? Yes ___ No X 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? Yes ____ No X; 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? Yes ___ No X 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 any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

Follow standard protocal and procedure.

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

Should the proposer be other than an individual, the 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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company References Enclosed

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

**CERTIFICATION**

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

I, Anthony Barbato, 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 2nd day of September 2016

Kane Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Name of submitting business: Louis Barbato Landscaping Inc.

By: Anthony Barbato
Print name

Anthony Barbato
Signature

President
Title

9 / 2 / 16
Date

# LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue
Holbrook, NY 11741
**631-285-6767**
Fax 631-285-6748

## QUALIFICATION STATEMENT

1. Corporation: State of New York, July 14, 1997.

2. President: Anthony Barbato, [redacted]
   Secretary/Treasurer: Debra Barbato, [redacted]

3. Organization has been in business for 56 years under present business name and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor or the State of New Jersey.

4. Organization has 56 years experience as a Landscape Contractor.

5. Organization has never failed to complete work awarded to it.

6. Organization has never defaulted on a contract.

7. No officer of this organization has ever failed to complete a construction contract handled in his own name.

8. General character of work performed by Louis Barbato Landscaping: Landscape Construction, Tree Planting, Play Ground and Park Rehabilitation and Bleacher Installation.

9. Construction experience of principal individual(s) of organization:
   Anthony Barbato, President 33 years as Landscape Contractor 100% Capacity

10. Equipment Statement upon request.

11. Bank Reference: JP Chase Morgan Bank
    VP Relationship Manager: Christine Flynn 631-755-5226

12. Financial Statement available upon request.

13. EIN No. 11-3391608 Duns No. 130896293

On this 2nd day of Sept, 2016 before me came Anthony Barbato to me known, who being by me duly sworn did depose and say that he is President of Louis Barbato Landscaping, Inc. the corporation described in and which executed the above statement.

Notary Public, County of Suffolk, New York

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
Commission Expires August 10, 2018

# Louis Barbato Landscaping Inc.

1600 Railroad Avenue
Holbrook, NY 11741
631-285-6767
Fax 631-285-6748


## PARK/PLAYGROUND REFERENCES

City of Hoboken**
94 Washington Street
Hoboken, NJ 07030
Joseph Pomante, P.E., Boswell Engineering 201-641-0770

Township of Edison
100 Municipal Blvd
Edison, NJ 08817
Jeff Roderman (732) 248-7242

Borough of Little Silver
480 Prospect Avenue
Little Silver, NJ 07739
Gregory Blash, P.E., Leon S Avakian Inc. (732) 922-9229

Town of Oyster Bay**
Dept of Parks & Recreation
977 Hicksville Road
Massapequa, New York 11758
Commissioner Richard Betz (516) 797-4142

Town of Hempstead**
Dept of Parks & Recreation
200 North Franklin Street
Hempstead, NY 11550
Clem Grieco (516) 292-9000 ext.260

Inc Village of Garden City**
351 Stewart Avenue
Garden City, NY 11530
Christopher Markin (516) 465-4008

Village of North Hills**
One Shelter Rock Road
Roslyn, NY 11576
Donald Alberto (516) 627-3690

Great Neck Park District
65 Arrandale Avenue
Great Neck, NY 11023
Peter Renick (516) 487-7665

Oceanside Union Free School District
145 Merle Avenue
Oceanside, NY 11572
John A. Grillo, Architect (631) 476-2161

Village of Freeport**
Dept of Public Works
46 North Ocean Avenue
Freeport, NY 11520
Robert Fisenne (516)377-2233

County of Nassau
Dept of Parks & Recreation
240 Old Country Road
Mineola, NY 11501
Frank Montefort (516)571-3954

Bethpage Union Free School District**
10 Cherry Avenue
Bethpage, NY 11714
John A. Grillo, Architect (631) 476-2161

Massapequa Union Free School District
4925 Merrick Road
Massapequa, NY 11758
Patrick Mehr 516-797-6190

Three Village Central School District
200 Nicholls Road
Stony Brook, NY 11790
John A. Grillo, Architect (631) 476-2161

Town of Babylon**
200 E Sunrise Highway
Lindenhurst, NY 11757
Frank Bachety (631) 893-2100

Island Trees Union Free School District
74 Farmedge Road
Levittown, NY 11756
Michelle Cranz, Architect (631) 756-8000

Great Neck Public Schools**
345 Lakeville Road
Great Neck, NY 11020
Alfredo Cavallaro, Dir of Facilities 516-441-4040

Brentwood Union Free School District
52 Third Avenue
Brentwood, NY 11717
Luke Saunders, Project Manager 631-434-2570

Floral Park-Bellerose Union Free School District
One Poppy Place
Floral Park, NY 11001
James M. Campbell, Architect 631-587-1984

Inc Village of Rockville Centre **
One College Place
Rockville Centre, NY 11571
Mario Bento, 516-678-9293

Freeport Housing Authority**
3 Buffalo Avenue
Freeport, NY 11520
John Longo, Architect 631-475-0349

South Huntington UFSD**
60 Weston St
Huntington Station, NY 11746
Saverice Belfiore, Architect 631-756-8000

Commack UFSD**
PO Box 150
Commack, NY 11725
631-858-3600

Hewlett-Woodmere UFSD**
One Johnson Place
Woodmere, NY 11598
Tina Ye, Architect 631-756-8000

Village of Lawrence**
196 Central Ave
Lawrence, NY 11559
516-239-4600

Greenport UFSD**
750 Front Street
Greenport, NY 11944
Marcus DaSilva 631 593-8905

Babylon UFSD**
50 Railroad Ave
Babylon, NY 11702
Curt Coronato, Architect 631-475-0349

**Poured-In-Place Safety Surface

# LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue
Holbrook, NY 11741
**631-285-6767**
Fax 631-285-6748


## Equipment Statement

2017 Freightliner Ten Wheeler
2015 Freightliner Tractor (2)
2014 Kenworth Ten Wheeler (2)
2011 Kenworth Ten Wheeler (2)
2014 Isuzu NQR Box Truck
2010 Isuzu Dump Truck
2003 International Tractor
2015 Fontaine Trailer
2015 Manac Trailer (3)
2011 American Hauler Trailer
2010 Eager Beaver Trailer (2) – 40 ton capacity
2006 Big Tow Trailer
2001 Custom Trailer Flat Bed
1990 Great Dane Trailer w/Chrisman Forklift
2015 Bobcat T590 Track Loader
2013 Bobcat S650 Skid Steer Loader
2013 Bobcat S530 Skid Steer Loader
2010 New Holland B95 TLB Tractor Loader Back Hoe
2009 New Holland TN75DA Tractor Loader
2008 Kubota M59 Tractor
2008 Kubota TL1350V Front Loader
2008 Kubota BT1200V Backhoe
2005 New Holland TN75DA Tractor
2007 Maschio C205 HD Rototiller
Various Bobcat Predator Mowers
Various Walk-Behind Mowers
Various Weedeaters
Various Leaf Blowers
Various Hand & Power Tools

All equipment is owned by Louis Barbato Landscaping, Inc.

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2016

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

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

PRODUCER

FARM FAMILY CASUALTY
859 CONNETQUOT AVENUE
ISLIP TERRACE, NY 11752
631-277-7770

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FARM FAMILY CASUALTY INS. CO. | 13803 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

LOUIS BARBATO LANDSCAPING INC.
1600 RAILROAD AVENUE
HOLBROOK, NY 11741

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 3152X2146 | 11/1/16 | 11/1/17 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>X HIRED AUTOS<br>X SCHEDULED AUTOS<br>X NON-OWNED AUTOS | | | 3152C4900 | 11/1/16 | 11/1/17 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 3152E2434 | 11/1/16 | 11/1/17 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

RE: 2014/2015 STREET TREE PLANTING - CONTRACT #H66016-01G

COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF PROPERTIES AND CONSULTANTS NAMED AS ADDITIONAL INSURED PER ENDORSEMENT BP-0450.

CERTIFICATE HOLDER

COUNTY OF NASSAU
1194 PROSPECT AVENUE
WESTBURY, NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vincent C Daly

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/20/2016

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

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

PRODUCER

FARM FAMILY CASUALTY
859 CONNETQUOT AVENUE
ISLIP TERRACE, NY 11752
631-277-7770

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FARM FAMILY CASUALTY INS. CO. | 13803 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

COUNTY OF NASSAU, ALL MUNICIPALITIES,
MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF
PROPERTIES AND CONSULTANTS
1194 PROSPECT AVENUE
WESTBURY, NY 11590

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY | | | 3102L6681 | 10/10/16 | 10/10/17 | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE / OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | X OCP | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | AUTOMOBILE LIABILITY | | | | | | | $ |
| | ANY AUTO | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ALL OWNED AUTOS / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | $ |
| | HIRED AUTOS / NON-OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB / OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB / CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED / RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | PER STATUTE / OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N/A | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

RE: CONTRACT #H66016-01G - TREE PLANTING

CONTRACTOR: LOUIS BARBATO LANDSCAPING INC.
1600 RAILROAD AVENUE
HOLBROOK NY 11741

CERTIFICATE HOLDER

COUNTY OF NASSAU, ALL MUNICIPALITIES,
MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF
PROPERTIES AND CONSULTANTS
1194 PROSPECT AVENUE
WESTBURY, NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vincent C Daly

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# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1376
Fax: (631) 218-1379

**FUND ADMINISTRATOR**
ANNALISA C. DEFALCO ESQ.

**TRAINING DIRECTOR**
STEVEN M. AURIGEMA

**BOARD OF TRUSTEES**
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
FRANK ALBERTO
GREGORY W. COUCH
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514
August 26, 2016

| | |
|---|---|
| Owner | : County of Nassau |
| Contract/Project | : Parks Construction Requirements Contract-General Construction |
| Project No. | : B41869-02G |

TO WHOM IT MAY CONCERN

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Louis Barbato Landscaping, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Sincerely yours,

Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-8677
FAX (631) 286-8683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties
247-0
UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206 SCHOOL - 575 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

August 26, 2016

Nassau County DPW
1194 Prospect Ave
Westbury, NY 11590

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Louis Barbato Landscaping Inc.

**Contract No. B41869-02G**

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Louis Barbato Landscaping, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

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

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

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

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

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

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

Anthony Barbato - President — 9/2/16

Name and Title of Authorized Representative — m/d/yy

Anthony Barbato — 9/2/16

Signature — Date

Louis Barbato Landscaping Inc.

Name of Organization

1600 Railroad Ave, Holbrook NY 11741

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

COUNTY OF NASSAU

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

1. Name of the Entity: Louis Barbato Landscaping Inc

Address: 1600 Railroad Avenue

City, State and Zip Code: Holbrook, NY 11741

2. Entity's Vendor Identification Number: 11-3391608

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co _X_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):

Anthony Barbato, President [redacted]

Debra Barbato, Secretary/Treasurer [redacted]

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.

Anthony Barbato, President [redacted]

Debra Barbato, Secretary/Treasurer [redacted]

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

Barbato Nursery Corp - Common Ownership; Barbato Nursery Corp will not be performing work under this contract.

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

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

None

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

None

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

None

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

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

Dated: 9/26/16

Signed: Anthony Barbato

Print Name: Anthony Barbato - President

Title:

**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.

B37-16

RULES RESOLUTION NO. -2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO AWARD AND EXECUTE A CONTRACT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND LOUIS BARBATO LANDSCAPING, INC.

WHEREAS, in accordance with all Federal, State and Local Law, the County of Nassau on behalf of the NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS ["Department"] has received competitive bids for contract B41869-02G, for PARKS CONSTRUCTION REQUIREMENTS CONTRACT – GENERAL CONSTRUCTION - NASSAU COUNTY, NY ["Contract"], as more particularly described in the contract documents, a copy of which are on file with the Clerk of the Legislature; and

WHEREAS, the firm of LOUIS BARBATO LANDSCAPING, INC.

["Vendor"] has submitted the lowest responsible bid for the work described in the contract in accordance with all Federal, State and Local Law as determined by the Department, and

WHEREAS, the funding for this contract is from capital funds approved by the Nassau County Legislature and included in the current four year capital plan, and

WHEREAS, the Department is representing that the total cost to the County of Nassau for the two year requirements contract for $2,000,000 for two years; and

RESOLVED, that the Rules Committee of the Nassau County Legislature, based on the representations of the Department and the recommendation of the Commissioner of the Department, authorizes the County Executive to award and execute the said contract with the vendor.

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Office of the County Executive
Att: Richard R. Walker, Chief Deputy County Executive

**FROM:** Department of Public Works

**DATE:** September 12, 2016

**SUBJECT:** **RECOMMENDATION OF AWARD**

**Contract No: B41869-02G**

**Title: PARKS CONSTRUCTION REQUIREMENTS CONTRACT GENERAL CONSTRUCTION**

**Bids received on: September 6, 2016**

I have examined the bids submitted for the contract mentioned above. The bids submitted are for a requirements contract and as such are for comparison purposes only. Finding them to be in order, I recommend this contract be awarded to **Barbato Landscaping, Inc.,** as the lowest responsible bidder with a total bid amount markup of **13.5% (Labor) and 26.5% (material).** In order to facilitate processing of the above referenced contract, I request that the attached "Request to Initiate" form be approved.

Shila Shah-Gavnoudias
Commissioner

SSG:RPM:KGA:BJS:las
Attachment
c: Richard P. Millet, Chief Deputy Commissioner
Kenneth G. Arnold, Assistant to Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner

U:\Brian Schneider\RRW Memo Rec of Award B41869-02G Barbato.bjs.doc

**REQUEST TO INITIATE** RFI Number 16-0313

## REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID CONTRACT

**PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RFP/RFBC**

☐ RFQ ☐ RFP ☒ RFBC ☐ In-House or Requirements Work Order

Project Title: REQUIREMENTS CONTRACT FOR VARIOU PARKS ATHLETIC FIELD AND PLAY SURFACES AND GENERAL CONSTRUCTION

Department: Public Works Project Manager: B. SCHNEIDER Date: AUGUST 1, 2016

Service Requested: TO BID A REQUIREMENTS CONTRACT TO REPAIR, RENOVATE, CONSTRUCT ATHLETIC FIELDS AND PLAY AREAS IN COUNTY PARKS, PRESERVES AND PROPERTIES

Justification: THE DEPARTMENT OF PUBLIC WORKS AND PARKS, RECREATION AND MUSEUMS REQUIRES A MECHANISM TO MAKE EMERGENCY AND NON-EMERGENCY REPAIRS AND RENOVATIONS AT VARIOUS COUNTY PARK FACILITIES INCLUDING ATHLETIC FIELDS, PLAYGROUNDS, RECREATION AREAS AS NEEDED.

Requested by: PUBLIC WORKS/PARKS, REGREATION AND MUSEUMS Department/Agency/Office

Project Cost for this Phase/Contract: (Plan/Design/Construction/CM/Equipment) _____
Circle appropriate phase

Total Project Cost: ,01 Includes, design, construction and CM

Date Start Work: ASAP Phase being requested

Duration: 2 YEARS Phase being requested

Capital Funding Approval: YES ☒ NO ☐ SIGNATURE DATE

Funding Allocation (Capital Project): 41869
See Attached Sheet if multiyear ☐

NIFS Entered : N/A SIGNATURE DATE

AIM Entered: SIGNATURE 8/15/16 DATE

Funding Code: 41869-000 use this on all encumbrances

Timesheet Code: 16-0313 use this on timesheets

State Environmental Quality Review Act (SEQRA):
Type II Action ☒ or, Environmental Assessment Form Required ☐
Supplemental Environmental Documentation _____

Department Head Approval: YES ☒ NO ☐ SIGNATURE

DCE/Ops Approval: YES ☐ NO ☐ SIGNATURE

**PART II: To be submitted to Chief Deputy County Executive after Qualifications/Proposals/Contracts are received from Responding vendors.**

| Vendor | Quote | Comment |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

See Attached Sheet ☐

DCE/Ops Approval: YES NO Signature _____

Version January 2014

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Richard P. Millet, Chief Deputy Commissioner

**FROM:** Kenneth G. Arnold, Assistant to Commissioner

**DATE:** September 8, 2016

**SUBJECT:** RECOMMENDATION OF AWARD

Contract No. B41869-02G
Title: Parks Construction Requirements Contract
General Construction

Estimated Contract Amount: $2,000,000.00

Bids Received On: September 6, 2016

The bids received for the above-mentioned contract have been examined and the bid submitted by Barbato Landscaping, Inc. with a markup on labor of 13.5% and a markup on material of 26.5% is acceptable as the lowest responsible bidder.

It is requested that the Recommendation of Award be prepared for the Commissioner's signature and forwarded to the County Executive for his action.

Attached herewith please find a completed Staff Summary for your information and use.

Kenneth G. Arnold
Assistant to Commissioner

KGA:BJS:las
Attachment
c: Kenneth G. Arnold, Assistant to Commissioner
Rakhal Maitra, Deputy Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner

**COUNTY OF NASSAU**
**DEPARTMENT OF PUBLIC WORKS**
# Inter-Departmental Memo

**TO:** Civil Service Employees Association, Nassau Local 830
Att: Ronald Gurrieri, Executive Vice President

**FROM:** Department of Public Works

**DATE:** September 12, 2016

**SUBJECT:** CSEA Notification of a Proposed DPW Contract
Proposed Contract No: ***B41869-02G***

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW authorization is for work, which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a contract/agreement for the following services:
   Requirements Contract for construction and/or repair of athletic fields, recreation and play areas with County parks, preserves and other County facilities

2. The work involves the following:
   Scope of Work: Various construction, reconstruction of athletic fields, recreation and play areas within parks, preserves and recreational facilities such as courts, ball fields, paths, playgrounds with safety surfacing and lighting. When proposed work is beyond the capabilities of in-house staff to complete within the allotted time frame the Requirements Contract will be utilized.

3. An estimate of the cost is: $2,000,000.00

4. An estimate of the duration is: Two (2) Years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days to: Department of Public Works, Att: Kenneth G. Arnold, Assistant to Commissioner, telephone 1-9607, fax 1-9657.

Kenneth G. Arnold
Assistant to Commissioner

KGA:BJS:las
c: Christopher Fusco, Director, Office of Labor Relations
Brian Libert, Deputy Director, Office of Labor Relations
Keith Cromwell, Office of Labor Relations
William S. Nimmo, Deputy Commissioner
Brian J. Schneider, Assistant to Deputy Commissioner
Patricia Kivo, Unit Head, Human Resources Unit
Loretta Dionisio, Hydrogeologist II
Jonathan Lesman, Management Analyst II

B41869-02G - General Contracting

Nassau County DPW-Parks Construction Requirements Contract General Construction



**Bid Opening:** 9 /6 /2016

**Engineer:** Brian Schneider **Phone:** (516) 571-9610

| Contractor | Address | Insurance | Payment | Bid Amount | Alternate Bid |
|---|---|---|---|---|---|
| Louis Barbato Landscaping Inc. | 100 Railroad Avenue Holbrook, NY 11741 | International Fidelity Insurance | $200,000.00 | 13.50% | 26.50% |
| Laser Industries, Inc. | 1775 Route 25 P.O. Box 315 Ridge, NY 11961 | Fidelity & Deposit Company of | $200,000.00 | 43.00% | 15.00% |
| The Landtek Group Inc. | 235 County Line Road Amityville, NY 11701 | The Hanover Insurance Compan | $200,000.00 | 45.00% | 25.00% |
| Web Construction | 147 East 2nd Street, Suite 201 Mineola, NY 11501 | North American Specialty Insur | $200,000.00 | 125.00% | 75.00% |

**The preceding is a list of all the bids that were read aloud at the public bid opening. Listed bids may be subsequently withdrawn or disqualified. The list does not reflect the Department's determination of the lowest responsible bidder.**

## FORM OF BID BOND

**IMPORTANT** The bidder shall instruct the Surety Company to **USE THIS FORM PROVIDED** as the use of **ANY OTHER FORM** may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned Louis Barbato Landscaping Inc.

as Principal; and International Fidelity Insurance Company as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto the County of Nassau in the penal sum of

Two Hundred Thousand and 00/100 dollars ($ 200,000.00 ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 24th day of August, 20

The conditions of the above obligation is such that whereas the Principal has submitted to the County of Nassau a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under Contract No. B41869-02G for the

Parks Construction Requirements Contract General Construction-Contract No. B41869-02G

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of the County of Nassau within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

a. when notified by the County, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and

b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to the County; and

c. in all respects, comply with the provisions set forth in the invitation to bid; or if the County of Nassau shall reject the aforesaid proposal for a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

NO TEXT ON THIS PAGE

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to the County that the Principal does not meet the financial requirements required by the County, the undersigned will, upon demand, pay to the County of Nassau, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to the County of Nassau the full amount of the damages sustained by the County of Nassau by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the County of Nassau may accept such Bid; and said Surety does hereby waive notice of any such extension.

NO TEXT ON THIS PAGE

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Louis Barbato Landscaping Inc.
Contractor

by _____ (L.S.) (Corporate seal of Contractor Title if a corporation)
Anthony Barbato - President

by _____ (L.S.)
Secretary
Title

by _____ (L.S.)
Title

International Fidelity Insurance Company
Surety

by _____ (L.S.)
Title of Officer
Richard Guarini, Attorney-In-Fact

Attest: _____ (L.S.) (Corporate seal of Surety)
Title of Officer
Lois Treiber, Customer Service Manager

NO TEXT ON THIS PAGE

(Acknowledgment by Contractor if a corporation)

STATE OF New York )

)

ss.:
COUNTY OF Suffolk )

On this 2nd day of September, 20 16, before me personally came Anthony Barbato to me known, who, being by me duly sworn, did depose and say for himself, that he resides in Islip Terrace, NY that he is the President of the Louis Barbato Landscaping the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Kelly Anne Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011847
Qualified in Suffolk County
My Commission Expires August 10, 2018

(Acknowledgment by Contractor if a partnership)

STATE OF _____ )

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

_____
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF _____ )

)

ss.:
COUNTY OF _____ )

On this day of , 20 , before me personally came to me known and known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged that he executed the same.

_____
Notary Public

NO TEXT ON THIS PAGE

(Acknowledgment by Surety Company)

STATE OF New York )

ss.:
COUNTY OF Nassau )

On this 24th day of August, 2016, before me personally came Richard Guarini to me Known, who being by me duly sworn, did depose and say that he resides in Amityville, NY

that he is the Attorney-In-Fact of the International Fidelity Insurance Company, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said Richard Guarini further said that he is acquainted with International Fidelity Insurance Company and knows him to be the Attorney-In-Fact of said company; that the signature of the said Richard Guarini subscribed to the within instrument is in the genuine handwriting of the said Richard Guarini and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said

Notary Public

MARY ANN MENDEZ
Notary Public, State of New York
No. 01ME5072466
Qualified in Queens County Nassau
Certificate Filed in New York County
Commission Expires Feb. 3, 2018

NO TEXT ON THIS PAGE

## POWER OF ATTORNEY

**ATTENTION:** Insert the "Power of Attorney" after this page in with your bid submission.

Tel (973) 624-7200

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY
## ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY, 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

MILENA DINI, LOIS TREIBER-CURRAN, JOHN H. TREIBER, H. CRAIG TREIBER, RICHARD GUARINI, MARY ANN MENDEZ

Garden City, NY

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws, of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto, and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity, or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.

STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)

On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said Companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 24th day of August 2016

MARIA BRANCO, Assistant Secretary

NO TEXT ON THIS PAGE

## FINANCIAL STATEMENT

ATTENTION: Insert the "Financial Statement" after this page in with your bid submission.

# INTERNATIONAL FIDELITY INSURANCE COMPANY

ONE NEWARK CENTER, 20TH FLOOR, NEWARK, NEW JERSEY 07102-5207

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2015

| ASSETS | |
|---|---|
| Bonds (Amortized Value) | $98,458,862 |
| Common Stocks (Market Value) | 31,508,222 |
| Mortgage Loans on Real Estate | 373,152 |
| Cash, Bank Deposits & Short Term Investments | 35,819,450 |
| Other Invested Assets | 432,450 |
| Unpaid Premiums & Assumed Balances | 10,051,083 |
| Reinsurance Recoverable from Reinsurers | (129,053) |
| Electronic Data Processing Equipment | 625,537 |
| Investment Income Due and Accrued | 582,669 |
| Current federal & foreign income tax recoverable & interest thereon | 261,876 |
| Net Deferred Tax Assets | 4,054,946 |
| Receivables from Parent, Subsidiaries & Affiliates | 129,984 |
| Other Assets | 20,925,879 |
| TOTAL ASSETS | $203,095,057 |

| LIABILITIES, SURPLUS & OTHER FUNDS | |
|---|---|
| Losses (Reported Losses Net as to Reinsurance Ceded and Incurred But Not Reported Losses) | ($564,096) |
| Reinsurance Payable on Paid Losses and Loss Adjustment Expenses | 1,270,638 |
| Loss Adjustment Expenses | 3,267,578 |
| Commissions Payable, Contingent Commissions & Other Similar Charges | 191,728 |
| Other Expenses (Excluding Taxes, Licenses and Fees) | 3,600,877 |
| Taxes, Licenses & Fees (Excluding Federal Income Tax) | 331,317 |
| Unearned Premiums | 32,509,578 |
| Dividends Declared & Unpaid: Policyholders | 800,000 |
| Ceded Reinsurance Premiums Payable | 3,337,507 |
| Funds Held by Company under Reinsurance Treaties | 1,031 |
| Amounts Withheld by Company for Account of Others | 67,779,362 |
| Provision for Reinsurance | 51,484 |
| Payable to Parent, Subsidiaries and Affiliates | 92,221 |
| Other Liabilities | 6,548,908 |
| TOTAL LIABILITIES | $119,218,033 |
| Common Capital Stock | $1,500,000 |
| Gross Paid-in & Contributed Surplus | 374,600 |
| Surplus Notes | 16,000,000 |
| Unassigned Funds (Surplus) | 67,827,534 |
| Less: Treasury Stock at cost (40,568 shares common) (value incl. $45.) | 1,825,110 |
| Surplus as Regards Policyholders | $83,877,024 |
| TOTAL LIABILITIES, SURPLUS & OTHER FUNDS | $203,095,057 |

I, Francis L. Mittenhoff, President of INTERNATIONAL FIDELITY INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2015, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of New Jersey.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 22nd day of February, 2016.
INTERNATIONAL FIDELITY INSURANCE COMPANY

NO TEXT ON THIS PAGE

## CERTIFICATE OF SOLVENCY

**ATTENTION:** Insert the "Certificate of Solvency" after this page in with your bid submission.

## CERTIFICATE OF SOLVENCY UNDER SECTION 1111 OF THE NEW YORK INSURANCE LAW

STATE OF NEW YORK

DEPARTMENT OF FINANCIAL SERVICES

It is hereby certified that

**International Fidelity Insurance Company**

Of Newark, New Jersey

a corporation organized under the laws of the State of New Jersey and duly authorized to transact the business of insurance in this State, is qualified to become surety or guarantor on all bonds, undertakings, recognizances, guaranties and other obligations required or permitted by law; and that the said corporation is possessed of a capital and surplus including gross paid-in and contributed surplus and unassigned funds (surplus) aggregating the sum of $80,436,883 (Capital $1,500,000) as is shown by its sworn financial statement for the first quarter ending March 31, 2015 on file in this Department, prior to audit.

The said corporation cannot lawfully expose itself to loss on any one risk or hazard to an amount exceeding 10% of its surplus to policyholders, unless it shall be protected in excess of that amount in the manner provided in Section 4118 of the Insurance Law of this State.

In Witness Whereof, I have

unto set my hand and affixed

official seal of this Department in the City of Albany, this 16th day of July 2016.

**Anthony J. Albanese**
Acting Superintendent

By Jacqueline Catalfamo

**Jacqueline Catalfamo**
**Special Deputy Superintendent**

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

COUNTY OF NASSAU
STATE OF NEW YORK

**PROPOSAL**

FOR
PARKS CONSTRUCTION REQUIREMENTS CONTRACT
GENERAL CONSTRUCTION

**Contract No. B41869-02G**

TO THE COUNTY OF NASSAU:

Pursuant to and in compliance with your Notice to Bidders and the Instructions to Bidders relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Contract, as required by and in strict accordance with the Plans and Specifications for the amount named in the Proposal hereinafter described.

In making this Proposal the Bidder hereby declares that all provisions of the Addenda which have been issued by the County of Nassau have been complied with in preparing his Bids.

Name of Bidder: Louis Barbato Landscaping Inc.
(Individual, Firm or Corporation, as case may be)

Bidder's Address: 1600 Railroad Avenue, Holbrook NY 11741

Telephone: 631-285-6767 Date: 9/6/16

Fax Tel.: 631-285-6748 E-MAIL: barbatolandscape@aol.com

NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING BLANKS:

| Name of Partners | Residence of Partners |
| --- | --- |
| N/A | |
| | |

NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the laws of the State of: New York

Name of President: Anthony Barbato

President's Domicile: [redacted]

Name of Vice President: none

Vice President's Domicile:

Corporate Officer: Debra Barbato Title: Secretary / Treasurer

Corporate Officer's Domicile: [redacted]

Corporate Officer: _____ Title: _____

Corporate Officer's Domicile: _____

## PROPOSAL

### GENERAL CONSTRUCTION

THE BIDDER AFFIRMS AND DECLARES:

1. That the above Bidder is of lawful age and the only one interested in this bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in the Contract proposed to be entered into.

2. That this bid is made without any understanding, agreement or in connection with any other person, firm or corporation, making a bid for the same Work, and is in all respects fair and without collusion or fraud.

3. That said Bidder is not in arrears to the County of Nassau upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the County of Nassau.

4. That no officer nor employee of the County of Nassau, or person whose salary is payable in whole or in part from the County Treasury is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.

5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.

6. The Bidder also declares that he has carefully examined and fully understands all the component parts of this Contract; that he will execute the Contract and will completely perform it in strict accordance with its terms for the following prices.

7. That the Bidder, for allowance items, will make payment to the parties designated by the County when directed by the County in the amount certified by the Engineer for the purposes indicated. It is also understood and agreed that the Final Contract Payment for allowance items will be based upon such actual payments, and not on the approximate amount cited herein.

8. Where the work performed under this Contract involves a trade or occupation licensed in the County of Nassau by the Towns of Hempstead, Oyster Bay, or North Hempstead or by the Cities of Glen Cove or Long Beach, the contractor shall be required to have such a license.

PROPOSAL

## INFORMATION FOR BIDDERS

I. Rejection of Bids.

A. The Commissioner may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. A determination that the bidder is not responsible is made in accordance with law; or if
6. The bid, in the opinion of the Commissioner, contains unbalanced bid prices, unless the bidder can show that the prices are not unbalanced for the probably required quantity of such items.

B. Rejection of all bids and waiver of informalities.

The Commissioner, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the County, and also the right to waive any informalities in a bid.

II. Unit Price Contracts, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of a total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the items set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and is given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

III. Lump Sum Contracts, Comparison of Bids.
Bids on lump Sum Contracts will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if, any.

IV. Apprenticeship Training Program
For all contracts in excess of $500,000 attach here verification letter regarding your firm's having an approved State of New York Apprenticeship Training Program.

**PROPOSAL**

**CONTRACT NO. B41869-02G**

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For all work in accordance with the contract documents:

I. Labor and Supplemental Benefits at CURRENT New York Department of Labor Schedule of Prevailing Wage Rate plus an Overhead and Profit percentage of 13.5 % (percentage amount in numbers)

Percentage figure must be written in words:

Thirteen point five percent

II. Material Direct Cost Expense plus an Overhead and Profit percentage of 26.5% (percentage amount in numbers)

Percentage figure must be written in words:

Twenty Six point five percent

**BASIS OF AWARD:** Award shall be made based upon the lowest weighted sum of the labor and material expense percentages, weighted as follow:

Labor: Seventy-five (75) percent
Material: Twenty-five (25) percent

**NOTES:**

1. **Prospective bidders are cautioned to carefully review the requirements of Paragraph H, Bid Security, of the Instructions to Bidders.**

2. **Prospective bidders are cautioned to carefully review the requirements of Section II, Basis of Payment, of the Technical Specifications, especially as it relates to those overhead items which are NOT part of the New York State Schedule of Prevailing Wages and must be factored into the labor overhead and profit percentage.**

# Exhibit B

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

None

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

None

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

None

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

None

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

None

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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?

No.

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 9/26/16

Signed: Anthony Barbato

Print Name: Anthony Barbato - President

Title:

**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.

**The term "lobbying" or "lobbying activities"** does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Anthony Barbato
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1600 Railroad Ave.
   City/state/zip Holbrook NY 11741
   Telephone 631-285-6767
   Other present address(es) none
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President 7/14/97 Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 51% ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___;
   If Yes, provide details. President of Barbato Nursery Corp 7/14/97-present

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X 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? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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? YES ___ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Anthony Barbato, 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 2nd day of September 2016

Kelly Anne Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011647
Qualified In Suffolk County
My Commission Expires August 10, 2018

Louis Barbato Landscaping Inc.
Name of submitting business

Anthony Barbato
Print name

Anthony Barbato
Signature

President
Title

9 / 2 / 16
Date

## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Debra Barbato
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 1600 Railroad Ave
   City/state/zip Holbrook NY 11741
   Telephone 631-285-6767
   Other present address(es) none
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer 7/14/1997
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary 7/14/1997
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. 49% ownership

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___
   If Yes, provide details. Secretary/Treasurer - Barbato Nursery Corp 7/14/97 - present

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO X
If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO X 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? YES ____ NO X 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? YES ___ NO X 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? YES ____ NO X 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? YES ___ NO X If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO X If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO X 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? YES ___ NO X 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Debra Barbato, 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 25th day of October 2016

Kelly Anne Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Louis Barbato Landscaping Inc.
Name of submitting business

Debra Barbato
Print name

Signature

Secretary/Treasurer
Title

10 / 25 / 16
Date

## Business History Form

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

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

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

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

Date: 9/2/16

1) Proposer's Legal Name: Louis Barbato Landscaping Inc.

2) Address of Place of Business: 1600 Railroad Ave, Holbrook NY 11741

List all other business addresses used within last five years:
none

3) Mailing Address (if different): _____

Phone: 631-295-6767

Does the business own or rent its facilities? own

4) Dun and Bradstreet number: 136896293

5) Federal I.D. Number: 11-3391608

6) The 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: Office space shared with Barbato Nursery Corp

8) Does this business control one or more other businesses? Yes ___ No X 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. Common ownership with Palisado Nursery Corp.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✗ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). ___

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✗ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets ___

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

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? Yes ___ No ✗ If Yes, provide details for each such charge. ___

b) Any misdemeanor charge pending? Yes ___ No ✗ 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? Yes ___ No ✗

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No X 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? Yes ___ No X 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? Yes ___ No X; 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? Yes ___ No X 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 any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

follow standard protocol and procedures

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

Should the proposer be other than an individual, the 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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company References Enclosed

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

---

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

**CERTIFICATION**

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

I, Anthony Barbato, 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 2nd day of September 2016

Kelly Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

Name of submitting business: Louis Barbato Landscaping Inc.

By: Anthony Barbato
Print Name

Anthony Barbato
Signature

President
Title

9 / 2 / 16
Date

# LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue
Holbrook, NY 11741
**631-285-6767**
Fax 631-285-6748


## QUALIFICATION STATEMENT

1. Corporation: State of New York, July 14, 1997.

2. President: Anthony Barbato, [redacted]
   Secretary/Treasurer: Debra Barbato, [redacted]

3. Organization has been in business for 56 years under present business name and is not currently disbarred from bidding or working on public works projects by the New York State Department of Labor or the State of New Jersey.

4. Organization has 56 years experience as a Landscape Contractor.

5. Organization has never failed to complete work awarded to it.

6. Organization has never defaulted on a contract.

7. No officer of this organization has ever failed to complete a construction contract handled in his own name.

8. General character of work performed by Louis Barbato Landscaping: Landscape Construction, Tree Planting, Play Ground and Park Rehabilitation and Bleacher Installation.

9. Construction experience of principal individual(s) of organization:
   Anthony Barbato, President 33 years as Landscape Contractor 100% Capacity

10. Equipment Statement upon request.

11. Bank Reference: JP Chase Morgan Bank
    VP Relationship Manager: Christine Flynn 631-755-5226

12. Financial Statement available upon request.

13. EIN No. 11-3391608 Duns No. 130896293

On this 2nd day of Sept, 2016 before me came Anthony Barbato to me known, who being by me duly sworn did depose and say that he is President of Louis Barbato Landscaping, Inc. the corporation described in and which executed the above statement.

Notary Public, County of Suffolk, New York

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No 01SI6011547
Qualified in Suffolk County
Commission Expires August 10, 2018

**Louis Barbato Landscaping Inc.**
1600 Railroad Avenue
Holbrook, NY 11741
631-285-6767
Fax 631-285-6748

## PARK/PLAYGROUND REFERENCES

City of Hoboken**
94 Washington Street
Hoboken, NJ 07030
Joseph Pomante, P.E., Boswell Engineering 201-641-0770

Township of Edison
100 Municipal Blvd
Edison, NJ 08817
Jeff Roderman (732) 248-7242

Borough of Little Silver
480 Prospect Avenue
Little Silver, NJ 07739
Gregory Blash, P.E., Leon S Avakian Inc. (732) 922-9229

Town of Oyster Bay**
Dept of Parks & Recreation
977 Hicksville Road
Massapequa, New York 11758
Commissioner Richard Betz (516) 797-4142

Town of Hempstead**
Dept of Parks & Recreation
200 North Franklin Street
Hempstead, NY 11550
Clem Grieco (516) 292-9000 ext.260

Inc Village of Garden City**
351 Stewart Avenue
Garden City, NY 11530
Christopher Markin (516) 465-4008

Village of North Hills**
One Shelter Rock Road
Roslyn, NY 11576
Donald Alberto (516) 627-3690

Great Neck Park District
65 Arrandale Avenue
Great Neck, NY 11023
Peter Renick (516) 487-7665

Oceanside Union Free School District
145 Merle Avenue
Oceanside, NY 11572
John A. Grillo, Architect (631) 476-2161

Village of Freeport**
Dept of Public Works
46 North Ocean Avenue
Freeport, NY 11520
Robert Fisenne (516)377-2233

County of Nassau
Dept of Parks & Recreation
240 Old Country Road
Mineola, NY 11501
Frank Montefort (516)571-3954

Bethpage Union Free School District**
10 Cherry Avenue
Bethpage, NY 11714
John A. Grillo, Architect (631) 476-2161

Massapequa Union Free School District
4925 Merrick Road
Massapequa, NY 11758
Patrick Mehr 516-797-6190

Three Village Central School District
200 Nicholls Road
Stony Brook, NY 11790
John A. Grillo, Architect (631) 476-2161

Town of Babylon**
200 E Sunrise Highway
Lindenhurst, NY 11757
Frank Bachety (631) 893-2100

Island Trees Union Free School District
74 Farmedge Road
Levittown, NY 11756
Michelle Cranz, Architect (631) 756-8000

Great Neck Public Schools**
345 Lakeville Road
Great Neck, NY 11020
Alfredo Cavallaro, Dir of Facilities 516-441-4040

Brentwood Union Free School District
52 Third Avenue
Brentwood, NY 11717
Luke Saunders, Project Manager 631-434-2570

Floral Park-Bellerose Union Free School District
One Poppy Place
Floral Park, NY 11001
James M. Campbell, Architect 631-587-1984

Ine Village of Rockville Centre **
One College Place
Rockville Centre, NY 11571
Mario Bento, 516-678-9293

Freeport Housing Authority**
3 Buffalo Avenue
Freeport, NY 11520
John Longo, Architect 631-475-0349

South Huntington UFSD**
60 Weston St
Huntington Station, NY 11746
Saverice Belfiore, Architect 631-756-8000

Commack UFSD**
PO Box 150
Commack, NY 11725
631-858-3600

Hewlett-Woodmere UFSD**
One Johnson Place
Woodmere, NY 11598
Tina Ye, Architect 631-756-8000

Village of Lawrence**
196 Central Ave
Lawrence, NY 11559
516-239-4600

Greenport UFSD**
750 Front Street
Greenport, NY 11944
Marcus DaSilva 631 593-8905

Babylon UFSD**
50 Railroad Ave
Babylon, NY 11702
Curt Coronato, Architect 631-475-0349

**Poured-In-Place Safety Surface

# LOUIS BARBATO LANDSCAPING, INC.

1600 Railroad Avenue
Holbrook, NY 11741
**631-285-6767**
Fax 631-285-6748


## Equipment Statement

2017 Freightliner Ten Wheeler
2016 Freightliner Tractor (2)
2014 Kenworth Ten Wheeler (2)
2011 Kenworth Ten Wheeler (2)
2014 Isuzu NQR Box Truck
2010 Isuzu Dump Truck
2003 International Tractor
2015 Fontaine Trailer
2015 Manac Trailer (3)
2011 American Hauler Trailer
2010 Eager Beaver Trailer (2) – 40 ton capacity
2006 Big Tow Trailer
2001 Custom Trailer Flat Bed
1990 Great Dane Trailer w/Chrisman Forklift
2015 Bobcat T590 Track Loader
2013 Bobcat S650 Skid Steer Loader
2013 Bobcat S530 Skid Steer Loader
2010 New Holland B95 TLB Tractor Loader Back Hoe
2009 New Holland TN75DA Tractor Loader
2008 Kubota M59 Tractor
2008 Kubota TL1350V Front Loader
2008 Kubota BT1200V Backhoe
2005 New Holland TN75DA Tractor
2007 Maschio C205 HD Rototiller
Various Bobcat Predator Mowers
Various Walk-Behind Mowers
Various Weedeaters
Various Leaf Blowers
Various Hand & Power Tools

All equipment is owned by Louis Barbato Landscaping, Inc.

# LABORERS LOCAL UNION NO. 1298 JOINT APPRENTICESHIP TRAINING FUND

NASSAU & SUFFOLK COUNTIES

1161 LOCUST AVENUE
BOHEMIA, N.Y.11716
Telephone: (631) 218-1378
Fax: (631) 218-1379

FUND ADMINISTRATOR
ANNALISA C. DEFALCO ESQ.

TRAINING DIRECTOR
STEVEN M. AURIGEMA

BOARD OF TRUSTEES
GEORGE F. TRUICKO JR.
GEORGE S. TRUICKO
FRANK DAMIANO JR.
JAMES WINSHIP
FRANK ALBERTO
GREGORY W. COUCH
JASON GOLDEN
MARC HERBST

Re: Road and Heavy Construction Laborers Local #1298
Local 1298 Joint Apprenticeship Training Program
NYS SPONSOR CODE # 01764
NYS ATP CODE # 18514
August 26, 2016

| | |
|---|---|
| Owner | : County of Nassau |
| Contract/Project | : Parks Construction Requirements Contract-General Construction |
| Project No. | : B41869-02G |

TO WHOM IT MAY CONCERN

This letter will serve to confirm that Local 1298 Joint Apprenticeship Training Program currently conducts a fully registered and approved New York State "Apprenticeship Training Program for Skilled Construction Craft Laborers" ("ATP"). The ATP is co-sponsored by Local 1298 and all employers/signatory contractors, including but not limited to Louis Barbato Landscaping, Inc., to the Local 1298 Working Agreement Covering Wages and Working Conditions, dated June 1, 2012 to May 31, 2022.

Any additional questions should be directed to my attention.

Sincerely yours,

Steven M. Aurigema
Training Director
Joint Apprenticeship Training Fund

SCHOOL (631) 286-6677
FAX (631) 286-6683

APPRENTICESHIP AND TRAINING - JOURNEYMEN - RETRAINING SCHOOL
INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL UNIONS 138, 138A, 138B Nassau & Suffolk Counties

UNION - P.O. BOX 206, FARMINGDALE, N.Y. 11735-0206 SCHOOL - 576 HORSEBLOCK ROAD, BROOKHAVEN, N.Y. 11719

August 26, 2016

Nassau County DPW
1194 Prospect Ave
Westbury, NY 11590

Re: Local 138 Apprenticeship School (the "**Apprenticeship School**")
NYS Sponsor # 00422
NYS ATP Code # 18318
Louis Barbato Landscaping Inc.

Contract No. B41869-02G

To Whom It May Concern,

This letter serves to confirm that the **Apprenticeship School** currently conducts a fully registered and approved New York State Training (ATP). The ATP is co-sponsored by Local 138 and all employers/signatories, including but not limited to Louis Barbato Landscaping, Inc., to the Local 138 Agreement Covering Working Conditions, dated June 1, 2015 to May 31, 2019. The ATP complies with all provisions of Suffolk and Nassau County Law.

Any further inquiries should be directed to the undersigned's attention.

Sincerely,

JOHN DUFFY
BUSINESS MANAGER & TREASURER
CHAIRMAN BOARD OF TRUSTEES
LOCAL 138 APPRENTICESHIP TRAINING FUND

ACORD®

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2016

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

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

PRODUCER

FARM FAMILY CASUALTY
859 CONNETQUOT AVENUE
ISLIP TERRACE, NY 11752
631-277-7770

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FARM FAMILY CASUALTY INS. CO. | 13803 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

LOUIS BARBATO LANDSCAPING INC.
1600 RAILROAD AVENUE
HOLBROOK, NY 11741

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | 3152X2146 | 11/1/16 | 11/1/17 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS X SCHEDULED AUTOS<br>X HIRED AUTOS X NON-OWNED AUTOS | | | 3152C4900 | 11/1/16 | 11/1/17 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | 3152E2434 | 11/1/16 | 11/1/17 | EACH OCCURRENCE | $ 5,000,000 |
| | | | | | | | AGGREGATE | $ 5,000,000 |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

RE: 2014/2015 STREET TREE PLANTING - CONTRACT #H66016-01G

COUNTY OF NASSAU, ALL MUNICIPALITIES, MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF PROPERTIES AND CONSULTANTS NAMED AS ADDITIONAL INSURED PER ENDORSEMENT BP-0450.

CERTIFICATE HOLDER

COUNTY OF NASSAU
1194 PROSPECT AVENUE
WESTBURY, NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vincent C Daly

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/20/2016

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

PRODUCER

FARM FAMILY CASUALTY
859 CONNETQUOT AVENUE
ISLIP TERRACE, NY 11752
631-277-7770

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: FARM FAMILY CASUALTY INS. CO. | 13803 |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED

COUNTY OF NASSAU, ALL MUNICIPALITIES,
MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF
PROPERTIES AND CONSULTANTS
1194 PROSPECT AVENUE
WESTBURY, NY 11590

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE OCCUR<br>X OCP<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | 3102L6681 | 10/10/16 | 10/10/17 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

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

RE: CONTRACT #H66016-01G - TREE PLANTING

CONTRACTOR: LOUIS BARBATO LANDSCAPING INC.
1600 RAILROAD AVENUE
HOLBROOK NY 11741

CERTIFICATE HOLDER

COUNTY OF NASSAU, ALL MUNICIPALITIES,
MUNICIPAL SUB-DIVISIONS AND FEE OWNERS OF
PROPERTIES AND CONSULTANTS
1194 PROSPECT AVENUE
WESTBURY, NY 11590

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Vincent C Daly

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COUNTY OF NASSAU

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

1. Name of the Entity: Louis Barbato Landscaping Inc

Address: 1600 Railroad Avenue

City, State and Zip Code: Holbrook, NY 11741

2. Entity's Vendor Identification Number: 11-3391608

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co _X_ 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):

Anthony Barbato, President [redacted]

Debra Barbato, Secretary/Treasurer [redacted]

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.

Anthony Barbato, President [redacted]

Debra Barbato, Secretary/Treasurer [redacted]

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

Barbato Nursery Corp - Common Ownership; Barbato Nursery Corp will not be performing work under this contract.

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

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

None

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

None

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

None

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

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

Dated: 9/26/16

Signed: Anthony Barbato

Print Name: Anthony Barbato - President

Title:

**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.

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

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

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

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

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

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

**Anthony Barbato - President** 9/2/16

Name and Title of Authorized Representative m/d/yy

Anthony Barbato 9/2/16

Signature Date

Louis Barbato Landscaping Inc.

Name of Organization

1600 Railroad Ave, Holbrook NY 11741

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## PROPOSAL

DETERMINATION OF LOW BID. Determination of low Bid will be made by comparing the total Bid which shall include the lump sum Base Bid price, unit price totals and allowances, minus the Deduct Alternate(s), taken in order, or none of them, whichever amount(s) shall be judged by the Commissioner of Public Works to be in the best interest of the County.

NO TEXT ON THIS PAGE

## PROPOSAL

MAJOR EQUIPMENT ITEMS: The Bidder shall fill the name and address of the proposed system suppliers for the major equipment items tabulated hereinafter. It is expressly understood that the furnishing of this information will not relieve the Bidder of any requirements of the Contract Documents and failure to fill out properly is grounds for rejection.

| Specification Number | Description | Manufacturer and/or Supplier |
|---|---|---|
| | Equipment list Enclosed | |
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NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

Note: The Bids shall be sworn to by the person signing them, in one of the following forms:

(Form of Affidavit where Bidder is an Individual)

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

_____Being duly sworn, deposes and says: That he is the person described in and who executed the foregoing Bid and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

(Form of Affidavit where Bidder is a Firm)

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

_____Being duly sworn, deposes and says: That he is a member of _____, the firm described in and which executed the foregoing Bid; that he duly subscribed the name of the firm thereunto on behalf of the firm; and that the several matters therein stated are in all respects true.

Subscribed and sworn to before me
This _____day of _____20_____.

_____
Notary Public

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

PROPOSAL: For all work in accordance with the drawings and specifications:

Louis Barbato Landscaping Inc.
(Individual, Firm or Corporation, as case may be)

Individual's Social Security Number: n/a

Firm or Corporation's Federal ID Number: 11-3391608

Firm or Corporation's Municipal License ID Number: _____

Municipal Licensing Agency: _____

By: [signature] Date: 9/2/16

(Print): Anthony Barbato Title: President

WHERE BIDDER IS A CORPORATION, ADD

ATTEST: [signature]
Secretary

(CORPORATE)
(SEAL)

NO TEXT ON THIS PAGE

PROPOSAL

GENERAL CONSTRUCTION

(Form of Affidavit where Bidder is a Corporation)

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

Anthony Barbato Being duly sworn, deposes and says: That he resides at 261 Oceanside St Island Park NY, that he is the President of the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal and was affixed by order of the Board of Directors of said corporation; that he affixed his name thereto by like order; and that he has knowledge of the several matters therein stated and they are in all respects true.

Subscribed and sworn to before me
This 2nd day of September 2016.

Kelly Anne Singleton
Notary Public

KELLY ANNE SINGLETON
NOTARY PUBLIC-STATE OF NEW YORK
No. 01SI6011547
Qualified in Suffolk County
My Commission Expires August 10, 2018

NO TEXT ON THIS PAGE

# NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

## WICKS EXEMPT LIST OF SUBCONTRACTORS

CONTRACT NO. B41869-02G

NOTE: This form is required for "Single-Contract" projects exempt from the Wicks law. Failure to submit this form correctly may render the bidder non responsive.

| Contractor's Name and Address | Project Description (Project Title, Facility Name and Address): | Bid Date: | Total Contract Amt: |
|---|---|---|---|
| Louis Barbato Landscaping<br>1600 Railroad Ave<br>Holbrook NY 11741<br>Federal ID No.: 11-3391609 | Parks Construction Requirements Contract - General Construction | 9/6/16 | Requirements |

Indicate ANY work to be self-performed by the contractor in the following categories (check all that apply):

- ☐ Plumbing and Gas Fitting
- ☐ Steam Heating, Hot Water Heating, Ventilating and AC Apparatus
- ☐ Electric Wiring and Standard Illuminating Fixtures

If ALL contract work is to be self-performed, i.e. no subcontractors will be used, please check this box [✓] skip to bottom of form, and sign it as required.

| Subcontractor's Name, Address and Federal ID No. | Check (✓) only one. Plumbing and Gas Fitting | Steam Heating, Hot Water Heating, Ventilating and AC Apparatus | Electric Wiring and Standard Illuminating Fixtures | General Description of Work | Subcontractor's Contract Amt. |
|---|---|---|---|---|---|
| Federal ID No. | ☐ | ☐ | ☐ | | |
| Federal ID No. | ☐ | ☐ | ☐ | | |
| Federal ID No. | ☐ | ☐ | ☐ | | |

This form must be filled out completely and legibly, signed by a company authorized representative and included in a separate, sealed envelope within the bid envelope. Use and additional page if needed.

Failure to complete this form accurately and in its entirety may result in a not responsive bid determination.

Company Authorized Signature: [signature] Title: President Date: 9/2/16

NO TEXT ON THIS PAGE

# MacBride Fair Employment Principles

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MACBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with Chapter 807 of the Laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either: (answer yes or no to one or both of the following, as applicable),

(1) have business operations in Northern Ireland,

Yes ___ No ✓

If yes:

(2) shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

Yes ___ No ___

(Contractor's Signature)

Louis Barbato Landscaping Inc.
(Name of Business)

NO TEXT ON THIS PAGE

## IRAN DIVESTMENT ACT – CERTIFICATION

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf a list of persons who have been determined to engage in investment activities in Iran ("the List"), as defined in that Act. Under Public Authorities Law § 2879-c, Iranian Energy Sector Divestment, the Authority, may not enter into or award a Contract unless it obtains a certification from a Bidder, who shall check the box and make the certification in Subparagraph a, below, that they are not on the List. If that certification cannot be made, the Authority may consider entering into a Contract, on a case by case basis if the Bidder checks the box and makes the certification in Subparagraph b, below, that their Iran Investment is ceasing.

For purposes of this provision, a person engages in investment activities in Iran if: (A) the person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or (B) the person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran.

The Certification is as follows:

X a. **Certification that the Bidder is not on the List:** Each person, where person means natural person, corporation, company, limited liability company, business association, partnership society, trust, or any other nongovernmental entity, organization, or group, and each person signing on behalf of any other party, certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, or,

___ b. **Certification that the Bidder's investment in Iran is ceasing:** The person cannot make the certification in Subparagraph a, above, but asks the Authority to consider them for award of the Contract by certifying, under penalty of perjury, that the person's investment activities in Iran were made before April 12, 2012; the person's investment activities in Iran have not been expanded or renewed after April 12, 2012; and the person has adopted, publicized and is implementing a formal plan to cease its investment activities in Iran and to refrain from engaging in any new investments in Iran.

9/2/16 Anthony Barbato - President

Signature/Date Print Name and Position

NO TEXT ON THIS PAGE

QUALIFICATION STATEMENT

Note: All blanks in the form are to be filled in. Where blanks are not applicable to your firm, so indicate in each instance.

1. How many years has your firm been in the business under your present business name? 56

2. How many years in the construction work of a similar type as this contract has your firm had;

   a. as a Prime Contractor 56
   b. as a Subcontractor 56

3. List below the construction projects your firm has under way as of this date:

| Contract Amount | Class of Work | Percent Completed | Name and Address Owner of Contracting Officer |
|---|---|---|---|
| 333,000.00 | Playground Improvements | 95% | West Islip UFSD 100 Sherman Ave West Islip NY 11795 |
| 62,528.00 | Playground | 0% | South Huntington UFSD 60 Weston St Huntington Sta NY 11746 |

(use additional blank sheets if additional space is necessary)

4. List the projects which your firm as a firm has performed in the past few years which you feel will qualify you for this work:

| Contract Amount | Class of Work | Percent Completed | Name and Address Owner of Contracting Officer |
|---|---|---|---|
| References Enclosed. | | | |

(use additional blank sheets if additional space is necessary)

5. Have you ever failed to complete any work awarded to you? No.
   If so, when and why?

NO TEXT ON THIS PAGE

(use additional blank sheets if additional space is necessary)

6. Has any officer or partner of your firm ever been an officer or partner of some other firm that failed to complete a construction contract? No.

7. Has any officer or partner of your firm ever failed to complete a construction contract handled in his name? No.
If so, state name of individual, name of owner and reason therefor:

8. In what other lines of business are you financially interested?
Tree Planting

9. What is the construction experience of the principal individuals of your firm?

| Individual's Name | Present Position or Office | Years of Construction Experience | Magnitude and type of Work | In What Capacity |
|---|---|---|---|---|
| Anthony Barbato | President | 33 | Landscape Construction | Full |

(use additional blank sheets if additional space is necessary)

10. List below the equipment that you own that is available for the proposed work, giving present location where it may be inspected:

| Item | Description, Size Capacity, Year, Etc. | Year of Service | Present Location |
|---|---|---|---|
| | Equipment list enclosed | | |

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

Note: Should the equipment be moved from the above mentioned location, the submitter hereby agrees upon request of the County to state the new location where same may be found.

11. If any of the above equipment is covered by chattel mortgage, conditional bill of sale, lien, or like encumbrance, state the complete details as to nature and amount of encumbrance, the name and address of the holder, etc. N/A

(use additional blank sheets if additional space is necessary)

12. In what manner have you inspected this proposed work? Explain in detail. Not applicable.

(use additional blank sheets if additional space is necessary)

NO TEXT ON THIS PAGE

13. Explain your plan and lay-out for performing the proposed work.

As per work order requirements

14. If a contract is awarded or a permit is issued, to your firm, who will have the personal supervision of the work? Attach resume.

Anthony Barbasto

15. Insurance carried by your firm:

| Type | Company | Limits of Coverage | Term |
|---|---|---|---|
| Farm Family Casualty Ins. / Certificate Enclosed. | | | |

# Notice of Award

NO TEXT ON THIS PAGE

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

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

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

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

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

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

Anthony Barbato - President — 9/2/16

Name and Title of Authorized Representative — m/d/yy

Anthony Barbato — 9/2/16

Signature — Date

Louis Barbato Landscaping Inc.

Name of Organization

1600 Railroad Ave, Holbrook NY 11741

Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS

CONSULTANT/ CONTRACTOR DETAILED MBE/WBE UTILIZATION PLAN

## Part 1- General Information:

| | |
|---|---|
| Consultant/Contractor Name: | Louis Barbato Landscaping Inc. |
| Address (street/city/state/zip code): | 1600 Railroad Ave, Holbrook NY 11741 |
| Authorized Representative (name/title): | Anthony Barbato - President |
| Authorized Signature: | Anthony Barbato |
| Contract Number: | B41869-02G |
| Contract/Project Name: | Parks Construction Requirements Contract |
| Contract/Project Description: | General Construction, Various Locations |

## Part 2- Projected MBE/WBE Contract Summary:

| | Amount ($) | | Percentage (%) |
|---|---|---|---|
| Total Dollar Value of the Prime Contract | | | |
| Total MBE Dollar Amount | | MBE Contract Percentage | |
| Total WBE Dollar Amount | | WBE Contract Percentage | |
| Total Combined M/WBE Dollar Amount | | Combined M/WBE Contract Percentage | |

**Part 3- MBE Information (use additional blank sheets as necessary):**

| MBE Firm | Description of Work (MBE) | Projected MBE Contract Amount($) and Award Date | MBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**Part 4- WBE Information (use additional blank sheets as necessary):**

| WBE Firm | Description of Work (WBE) | Projected WBE Contract Amount($) and Award Date | WBE Contract Scheduled Start Date and Completion Date |
|---|---|---|---|
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |
| Name:<br>Address:<br>City:<br>State/Zip Code:<br>Authorized Representative:<br>Telephone No. | | Amount ($):<br>Award Date: | Start Date:<br>Completion Date: |

**LOUIS BARBATO LANDSCAPING INC.**
1600 Railroad Avenue
Holbrook, NY 11741
631-285-6767
Fax 631-285-6748

October 25, 2016

Mr. Brian Schneider, CPSE.
Assistant to Deputy Commissioner
Of Public Works for Administration
NCDPW – Commissioner's Office
1194 Prospect Avenue
Westbury, New York 11590

Re: Contract No. B41869-02G
Parks Construction Requirements Contract

Dear Mr. Schneider:

In regards to the above referenced contract, please be advised Louis Barbato Landscaping Inc. will make its best attempt to utilize MBE and/or WBE firms depending on the nature of the proposed work.

Respectfully,

Anthony Barbato
President

AB/ks

Contract ID# **CQHE15000004**

Department: Health

E-265-16

# Contract Details

**SERVICE:** Preschool Special Education

| | |
|---|---|
| ☐ Evaluator | **Term: from 09/01/15 to 08/31/20** |
| ☐ Center Based Program | **Term: from 09/01/15 to 08/31/20** |
| ☒ Related Services | **Term: from 09/01/15 to 08/31/20** |
| ☐ SEIT Services | **Term: from 09/01/15 to 08/31/20** |

NIFS ID #: **CQHE16000004** NIFS Entry Date: **9/9/2016**

| | |
|---|---|
| New ☒ Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# **Mandated** | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☒ | No ☐ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No ☒ |
| 5) Insurance Required | Yes ☒ | No ☐ |

## Agency Information

| Vendor | |
|---|---|
| Name: **Helping Hands Consultation Services D/B/A Helping Hands Children Services** | Vendor ID# **20-2200225** |
| **160 East Main Street Huntington, NY 11743** | Contact Person **Kimberly Guillem** |
| | Phone **1-631-659-3337 X 1** |

| County Department |
|---|
| Department Contact **Ginny Mundy** |
| Address **200 County Seat Drive Mineola, NY 11501** |
| Phone: **227-8589** |

## Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| 9/21/16 | Department | *NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered* ☒ | 9/21/16 | Mason | |
| 9/23/16 | OMB | *NIFS Approval* ☐ | 9/23/16 | | Yes ☐ No ☑ Not required if blanket resolution. |
| 9/28/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 9/28/16 | | |
| 10/3/16 | County Attorney | *CA Approval as to form* ☑ | 10/3/16 | | Yes ☒ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | Rules ☐ / Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| 11/18/16 | County Executive | *Notarization* ☐ *Filed with Clerk of the Leg.* ☐ | 11/21/16 | | |

PR5254 DOH Pre-School Revised 01/2013

Contract ID# **CQHE15000004**

Department: Health

# Contract Summary

**Description:**
**Preschool Special Education – Center Based Services (Education) – SEIT – Related Services – Evaluations**

**Purpose:**
**Provide mandated Education and/or Related and/or SEIT services and/or Evaluations for Nassau County preschool students with a disability who are between the ages of three to five. Failure to provide these services will place the County in noncompliance with State and Federal laws.**

**Method of Procurement:**
**Prospective vendors complete a Pre application Profile, NYS 4410 providers submit copy of NYS approval; Need Assessment meets quarterly to review Pre application Profiles and assess capacity; prospective vendor is interviewed at DOH; contract awarded. Nassau County is mandated to contract with all NYS 4410 approved providers.**

**Procurement History:**
**Mandated Program. This is a new contract.**

**Description of General Provisions:**

- **Provide evaluation components which include social history; psychological evaluation; physician evaluations including physical exams, orthopedic, psychiatric, optometric and other services provided by a licensed medical professional; and/or non-physician evaluations including audio logical, speech/language, occupational therapy, physical therapy, education evaluation, and other non-medical evaluations and/or provide preschool educational services and/or provide related services (speech/language therapy; hearing educational services; vision educational services; counseling services; physical therapy; occupational therapy and other support services) and/or provide Special Education Itinerant teacher services (SEIT) in accordance with the providers license and the child's Individual Education Plan (IEP).**

**Impact on Funding/Price Analysis**
**Provider payment for Related Services is $40.00 per half hour for an individual session and $30.00 per child for a group session. Provider payment for Evaluations, Center Based, SEIT services are based on rates determined by the NYS Education Department. Nassau County will receive 59.5% state aid reimbursement for these costs.**

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

**Recommendation: (approve as submitted)**

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 54 |
| Resp: | 5400 |
| Object: | PP751 |
| Transaction: | 103 |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $.01 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | .01 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | HEGEN5400 /PP751 (blanket encumbrance) CUHE16000002-01 Related Service | $ .01 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $ .01 |

APPROVED: 9/28/16

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

Document Prepared By: Ginny Mundy

Date: 9/9/2016

| 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 11/25/16 |
| Date | Date | (For Office Use Only) E #: |

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Helping Hands Consultation Services D/B/A Helping Hands Children Services

**2. Dollar amount requiring NIFA approval:** $ .01

**Amount to be encumbered:** $ .01

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term:** 7/1/2016 - 8/31/2020

Has work or services on this contract commenced? ___ Yes ___ No

If yes, please explain: ___

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

Provide mandated Education and /or Related and /or SEIT services and /or Evaluations for Nassau County preschool students with a disability ho are between the ages of three to five. Failure to provide these services will place the County in noncompliance with State and Federal Laws.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

N/A

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

## AUTHORIZATION

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

R Dollen 9/27/16

Signature Title Date

Print Name

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

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

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU AND HELPING HANDS CONSULTATION SERVICES, INC. D/B/A HELPING HANDS CHILDRENS SERVICES, INC.

WHEREAS, the County has negotiated a personal services agreement with Helping Hands Consultation Services, Inc. D/B/A Helping Hands Children Services, Inc.to provide mandated Education and/or Related and/or SEIT Services and/or Evaluations for Nassau County preschool students with a disability who are between the ages of three to five, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Helping Hands Consultation Services, Inc. D/B/A Helping Hands Children Services, Inc.

*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:** **Helping Hands Consultation Services D/B/A Helping Hands Children Services**

**CONTRACTOR ADDRESS:** **160 Main Street, Huntington, NY 11743**

**FEDERAL TAX ID #:** **20-2200225**

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☑ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

**X. ☑ Vendor will not require any sub-contractors.**

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

Toni Mason

**Department Head Signature**

September 21, 2016

**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.***

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?

NO

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.

Vendor: Helping Hands Consultation, Inc, D/B/A Helping Hands Children Services

Dated: 8/2/16

Signed: [signature]

Print Name: Vanetta LaRosa

Title: Executive Director

Rev. 3-2016

PRINCIPAL QUESTIONNAIRE FORM

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

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

~~Helping Hands Consultation Services, Inc.~~

1. Principal Name ~~DBA Helping Hands Children Services~~ Dr. Vanetta LaRosa
   Date of birth 09/22/1967
   Home address 289 Milhmar Ct.
   City/state/zip Northport, NY
   Business address 1140 East main St.
   City/state/zip Huntington, NY 11743
   Telephone 631-469-3337
   Other present address(es) ~~N/A~~ None
   City/state/zip ~~N/A~~ none
   Telephone ~~N/A~~ none
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Executive Director 01/24/2005

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.

Name: Helping Hands Behavioral Outreach is a 501c3.
A socialization program for individuals w/special needs.

Rev. 3-2016

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ✓ NO ___
If Yes, provide details.
Helping Hands Behavioral Outreach Inc has a contract w/ OPWDD
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.
contract# C-025149
Term 1/1/14 → 12/31/18
annual amount $17,195

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Vanetta LaRosa, 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 2 day of Aug 20 16

Notary Public

DONNA PALLADINO-PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 2017

DONNA PALLADINO-PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 20__

Name of submitting business: Helping Hands Consultation Services, Inc D/B/A Helping Hands Children Services

By: Vanetta LaRosa
Print Name

Vanetta
Signature

Executive Director
Title

8 / 2 / 16
Date

Rev. 3-2016

## Business History Form

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

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

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

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

Date: 8/8/16

1) Proposer's Legal Name: Helping Hands Consultation Service Inc. / DBA Helping Hands Children Services

2) Address of Place of Business: 160 East Main St, Huntington, NY 11743

List all other business addresses used within last five years: N/A

3) Mailing Address (if different): same

Phone: 631-659-3337

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 01-064-9388

5) Federal I.D. Number: 20-2200285

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) "S" Corp

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 proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No ✓ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No ✓ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets _____

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

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? Yes ___ No ✓ If Yes, provide details for each such charge. _____

b) Any misdemeanor charge pending? Yes ___ No ✓ 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? Yes ___ No ✓

If Yes, provide details for each such conviction None

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

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? Yes ___ No ✓ If Yes, provide details for each such 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? Yes ___ No ✓ 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? Yes ___ No ✓ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. ___

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 conflicts 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 conflicts exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. Annual Conflict of Interest Statement to be submitted stating no conflicts exist will be adopted.

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

Should the proposer be other than an individual, the 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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

See Attached

B. Indicate number of years in business.

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

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

Company Syosset Central School District

Contact Person Dr. Joseph LaMelza, Director of PPS

Address 99 Pell Lane, ~~Syosset NY~~

City/State Syosset, NY 11791

Telephone 516-364-5616

Fax #

E-Mail Address jlamelza@syossetschools.org

Company Babylon Union Free School District
Contact Person Lisa Consolo, Special Education Director
Address 50 Railroad Ave
City/State Babylon, NY 11702
Telephone 631-893-7941
Fax #
E-Mail Address lconsolo@babylonufsd.org

---

Company New Hyde Park-Garden City Park Schools
Contact Person Kim Levy, Director of Special Education Services
Address 1950 Hillside Ave.
City/State New Hyde Park, NY 11040
Telephone 516-434-2307
Fax #
E-Mail Address klevy@nhp-gcp.org

CERTIFICATION

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

I, Vanetta LaRosa, 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 2 day of Aug 20 16

DONNA PALLADINO- PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 2017

Notary Public

DONNA PALLADINO- PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 20__

Name of submitting business: Helping Hands Consultation Services, Inc D/B/A Helping Hands Children Services

By: Vanetta LaRosa
Print name

Signature

Executive Director
Title

8 / 2 / 16
Date

Rev. 3-2016

# *HELPING HANDS CHILDREN SERVICES, INC.*

***FINANCIAL STATEMENTS AND INDEPENDENT AUDITORS' REPORT***

***FOR THE YEARS ENDED JUNE 30, 2015 AND 2014***

CERINI ASSOCIATES LLP
CERTIFIED PUBLIC ACCOUNTANTS

Connected goals success

# *HELPING HANDS CHILDREN SERVICES, INC.*

***FINANCIAL STATEMENTS***
***AND INDEPENDENT AUDITORS' REPORT***
***FOR THE YEARS ENDED JUNE 30, 2015 AND 2014***
***TABLE OF CONTENTS***


Independent Auditors' Report ..... 1

**Financial Statements**

Balance Sheets ..... 3
Statements of Income and Retained Earnings ..... 4
Statements of Cash Flows ..... 5
Notes to the Financial Statements ..... 6

CERINI
ASSOCIATES LLP
CERTIFIED PUBLIC ACCOUNTANTS

# INDEPENDENT AUDITORS' REPORT

Helping Hands Children Services, Inc.
160 E Main Street
Huntington, NY 11743

We have audited the accompanying financial statements of Helping Hands Children Services, Inc. (the "Organization"); which comprise the balance sheets as of June 30, 2015 and 2014, and the related statements of income and retained earnings, and cash flows for the years then ended, and the related notes to the financial statements.

*Management's Responsibility for the Financial Statements*

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

*Auditors' Responsibility*

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Organization's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

*Opinion*

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2015 and 2014, and the changes in its stockholder's equity and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Cerini & Associates LLP

Bohemia, New York
November 20, 2015

***BALANCE SHEETS***

| ***JUNE 30,*** | ***2015*** | ***2014*** |
|---|---|---|
| **ASSETS (NOTE 4)** | | |
| **Current Assets:** | | |
| Cash (Note 2) | $ 170,505 | $ 133,811 |
| Accounts receivable, net (Note 2) | 690,966 | 608,515 |
| Prepaid expenses | 3,567 | 3,617 |
| **TOTAL CURRENT ASSETS** | 865,038 | 745,943 |
| Other receivable | 18,725 | 21,847 |
| **TOTAL ASSETS** | $ 883,763 | $ 767,790 |
| **LIABILITIES AND STOCKHOLDER'S EQUITY** | | |
| **Current Liabilities:** | | |
| Accounts payable and accrued expenses | $ 355,487 | $ 325,558 |
| Due to related party (Note 3) | 11,348 | 12,267 |
| Line of credit (Note 4) | 250,000 | 243,013 |
| **TOTAL CURRENT LIABILITIES** | 616,835 | 580,838 |
| Commitments and contingencies (Notes 2, 3, 4, 5, and 6) | | |
| **Stockholder's Equity:** | | |
| Capital stock, no par value, 200 shares authorized, issued, and outstanding | 200 | 200 |
| Retained earnings | 266,728 | 186,752 |
| **TOTAL STOCKHOLDER'S EQUITY** | 266,928 | 186,952 |
| **TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY** | $ 883,763 | $ 767,790 |

*The accompanying notes are an integral part of these financial statements.*

## *STATEMENTS OF INCOME AND RETAINED EARNINGS FOR THE YEARS ENDED JUNE 30,*

| | 2015 | 2014 |
|---|---|---|
| **REVENUES:** | | |
| Program service fees (Notes 2 and 5) | $ 2,571,578 | $ 2,265,108 |
| **TOTAL REVENUES** | 2,571,578 | 2,265,108 |
| **EXPENSES:** | | |
| Salaries | 1,678,819 | 716,934 |
| Payroll taxes | 152,628 | 46,731 |
| Employee benefits | 62,204 | 46,140 |
| Repairs and maintenance | 119 | - |
| Rent (Note 6) | 47,067 | 58,250 |
| Advertising | 4,706 | 998 |
| Insurance | 23,509 | 27,095 |
| Telephone and utilities | 24,133 | 35,146 |
| Postage | 5,073 | 3,376 |
| Professional fees | 36,530 | 40,134 |
| Outside services | 254,470 | 1,133,267 |
| Staff development | - | 3,936 |
| Employment recruiting | 445 | 689 |
| Dues and subscriptions | 4,689 | 2,808 |
| Auto and local travel | 14,619 | 13,397 |
| Payroll processing | 4,513 | 3,298 |
| Supplies | 28,389 | 22,381 |
| Interest | 15,913 | 9,881 |
| Miscellaneous | 19,884 | 15,039 |
| Corporate taxes | 3,002 | 1,814 |
| **TOTAL EXPENSES** | 2,380,712 | 2,181,314 |
| **NET INCOME** | 190,866 | 83,794 |
| Retained earnings, beginning of year | 186,752 | 235,951 |
| Distributions to stockholder | (110,890) | (132,993) |
| Retained earnings, end of year | $ 266,728 | $ 186,752 |

*The accompanying notes are an integral part of these financial statements.*

## *STATEMENTS OF CASH FLOWS FOR THE YEARS ENDED JUNE 30,*

| | 2015 | 2014 |
|---|---|---|
| **CASH FLOWS FROM OPERATING ACTIVITIES:** | | |
| Net income | $ 190,866 | $ 83,794 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (82,451) | (85,876) |
| Prepaid expenses | 50 | (3,617) |
| Other receivable | 3,122 | 952 |
| Accounts payable and accrued expenses | 29,929 | (16,517) |
| Due to related party | (919) | (2,733) |
| Due to funding source | - | (14,359) |
| **NET CASH PROVIDED BY/(USED IN) OPERATING ACTIVITIES** | 140,597 | (38,356) |
| **CASH FLOWS FROM FINANCING ACTIVITIES:** | | |
| Draws on line of credit | 16,987 | 65,000 |
| Repayments of line of credit | (10,000) | (31,271) |
| Distributions to stockholder | (110,890) | (132,993) |
| **NET CASH USED IN FINANCING ACTIVITIES** | (103,903) | (99,264) |
| Net change in cash | 36,694 | (137,620) |
| Cash, beginning of year | 133,811 | 271,431 |
| Cash, end of year | $ 170,505 | $ 133,811 |
| **SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:** | | |
| Cash paid for interest | $ 15,913 | $ 9,881 |
| Cash paid for income taxes | $ 3,002 | $ 1,814 |

*The accompanying notes are an integral part of these financial statements.*

## NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

This summary of significant accounting policies of Helping Hands Children Services, Inc. (the "Organization") is presented to assist in understanding the Organization's financial statements. These financial statements and notes are representations of the Organization's management, who is responsible for the integrity and objectivity of the financial statements. These accounting policies conform to accounting principles generally accepted in the United States of America and have been consistently applied in the preparation of the financial statements.

Business Activity:
The Organization principally provides services to school districts in Nassau and Suffolk Counties. Its primary source of funding comes from fees paid by these school districts for parent training, behavioral intervention, behavioral consultation, and counseling services. Additionally, the Organization is licensed by the New York State Education Department ("SED"). The Organization provides Special Education Itinerant Teacher ("SEIT") services and receives funding from New York City and Nassau and Suffolk Counties for these SEIT services.

Basis of Accounting:
These financial statements are prepared on the accrual basis of accounting. Revenue is recorded when earned and expenses are recorded when incurred.

Revenue Recognition:
The Organization recognizes revenue based upon units of services provided. SEIT services are reimbursed according to an annual cost-based tuition rate per child promulgated by SED, subject to certain screens.

Property and Equipment:
Property and equipment are stated at cost. The cost of additions and betterments are capitalized and expenditures for repairs and maintenance are expensed in the period incurred.

When items of property and equipment are sold or retired, the related costs and accumulated depreciation are removed from the accounts and any gain/loss is included in income/expense.

Depreciation and amortization of property and equipment are provided utilizing the straight-line methods over the estimated useful lives of the respective assets as follows:

Equipment..... 3 years

Use of Estimates:
The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES *(continued)*

Recruiting Costs:
Recruiting costs associated with attracting and retaining staff are expensed as incurred.

Income Taxes:
The Organization has elected tax status under "Subchapter S" of the Internal Revenue Code. Accordingly, there is no provision for federal and New York State income taxes for 2015 and 2014. Under "Subchapter S," the Organization's taxable income is taxed directly to the stockholder for federal and state income tax purposes. As such, the Organization's stockholder has reflected the income taxes associated with the Organization's earnings on her personal income tax returns. The City of New York does not recognize "Subchapter S" status for corporations for tax purposes.

The Organization evaluated its activities for uncertain tax positions and has determined that there were no uncertain tax positions for 2015 and 2014.

The Organization's policy is to classify accrued interest and penalties related to any unrecognized tax positions in the provision for income taxes. The School files income tax returns in New York State and New York City. The open years subject to examination by the Internal Revenue Service and various localities range from 2012 to 2015.

Receivables:
Receivables are based upon the amount management believes it will collect from the outstanding balances. SEIT receivables are calculated using the estimated final reimbursement rate, the number of children enrolled in the program, and the amount paid to the Organization during the fiscal year. During fiscal 2014 management reviewed outstanding receivables and established a reserve of approximately $84,000 for the year ended June 30, 2014 to cover potential uncollectible amounts. This reserve remained unchanged as of June 30, 2015.

Events Occurring After Report Date:
The Organization has evaluated events and transactions that occurred between July 1, 2015 and November 20, 2015, which is the date the financial statements were available to be issued, for possible disclosure and recognition in the financial statements.

Reclassification:
Certain balances reflected on the statements of income and retained earnings for the year ended June 30, 2014 were reclassified to conform to the current year presentation.

## NOTE 2 - CONCENTRATIONS OF RISK

The Organization predominantly works with school districts in Nassau and Suffolk Counties. As of June 30, 2015 and 2014, the Organization's accounts receivable consisted of 72% and 74%, respectively, of amounts due from such school districts. Total program service fees consisted of 96% and 84%, from school districts in Nassau and Suffolk Counties for the years ended June 30, 2015 and 2014, respectively.

From time to time, the Organization may have cash on deposits with financial institutions that are in excess of Federal Deposit Insurance Corporation limits.

## NOTE 3 - RELATED PARTIES

The Organization is related to Helping Hands Behavioral Outreach, Inc. ("HHBO"), a nonprofit organization. The stockholder of the Organization is the executive director of HHBO. The Organization owes monies to HHBO attributable to monies deposited into the Organization's bank account intended for HHBO.

## NOTE 4 - DEBT

The Organization has a line of credit with a bank that is personally guaranteed by the stockholder of the Organization. The agreement allows the Organization to borrow up to $250,000 at 4.75%. As of June 30, 2015 and 2014, the Organization had an outstanding balance of $250,000 and $243,013, respectively. The line is secured by substantially all of the assets of the Organization.

## NOTE 5 - CONTRACTUAL OBLIGATIONS

Contractual agreements with various governmental entities are subject to special audit. Such audits could result in claims against the Organization for disallowed costs or noncompliance with contract terms. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined at this date.

## NOTE 6 - COMMITMENTS AND CONTINGENCIES

Leases:
During April 2011, the Organization entered into a lease agreement for its headquarters in Huntington, New York that expires April, 2016. The lease provides for equal monthly installments of $4,100 throughout the lease term. Beginning July 2014, the landlord decreased the monthly rental payments from $4,100 to $3,000 through the end of the lease. Future noncancelable minimum lease payments due under the office space lease agreement is $30,000 for the year ended June 30, 2016.

NOTE 6 - COMMITMENTS AND CONTINGENCIES *(continued)*

During January 2012, The Organization entered into a lease agreement with Family Residences and Essential Enterprises, Inc. ("FREE"), an unrelated third party, for the period of January 1, 2012 through December 31, 2012. This agreement provides for an annual license fee of $10,550, payable in equal monthly installments of $879. This agreement has not been renewed but remains on a month to month basis.

Helping Hands Consultation Services, Inc. DBA
Helping Hands Children Services
Hand in Hand Children Succeed
160 East Main Street ~ Huntington, NY 11743
*Main Telephone*: (631) 659-3337, *Main Fax*: (631) 659-3338
*E mail*: info@helpinghandschildren.com www.helpinghandschildren.com

Vanetta LaRosa, Ph.D., BCBA-D
Executive Director

Kimberly Guillem, M.S. Ed.
Senior Director

# Special Education Services

## Part I: Management and Qualifications

**A.** Vanetta LaRosa, Ph.D., BCBA-D, LBA, Executive Director
**B.** Agency Name: Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services. We are a business Corporation, Tax ID, 20-2200225. Our legal name is Helping Hands Consultation Services, Inc. D/B/A/ Helping Hands Children Services. We are registered with New York State Department of Education under this name and tax ID number and we are registered with the NYS Dept. of State. Our agency code with the New York State Education Department is 800000062813. We have approval in Nassau and Suffolk Counties as well as in NYC and upstate New York.
**C.** Main Addresses: 160 E. Main St. Rear Building, Huntington, NY 11743
**D.** Telephone Number: (631) 659-3337
**E.** Fax Number: (631) 659-3338
**F.** E mail: www.helpinghandschildren.com (website)
info@helpinghandschildren.com
Contact Person: Kimberly Guillem, M.S., Ed.
Office number: (631) 659-3337 - option 1.
Fax number: (631) 659-3338
E-mail: kguillem@helpinghandschildren.com

**G. Credentials and Qualifications**

Helping Hands Consultation Services, Inc., d/b/a/ Helping Hands Children Services is a leading agency in providing Behavioral/ABA/Behavioral training, Special Education, Parent training, home tutoring, Social Skills/afterschool program, Consultation(Autism, Co-Teaching), Extended school day, Staff Development, Psychological, Transition, and vocational services. We are proud of our established business with strong clinical and administrative leadership. We have provided the aforementioned services successfully for 11 years in the NY area and now serve close to 70 schools in over 50 districts. We have a sister not for profit agency, the Behavioral Outreach, established in 2004 that receives NYS grant funding from the Office of People with Developmental Disabilities (OPWDD). We offer a 12-month Saturday respite/recreation program as well as summer and school break respite services that are community based. We also provide an after-school program. We are SED approved agency. We provide ABA/Autism services through most major insurance companies; we also provide ongoing field related trainings on a variety of topics of high interest to parents and professionals of all levels.

We at Helping Hands currently provide a wide variety of in–school and after-school Special Education Related Services including but not limited to: Behavior Consultation, Autism services, BCBA services, trainings/workshops, behaviorally trained one-to-one paraprofessionals, Special Education Teacher Services, Tutorial services, Parent Training, supervision of home ABA cases, Resource Room, Home Instruction, and Social Skills programming. We have helped to set up ABA classrooms in many districts and serve as a valuable resource for teachers and administrators alike. We have SED approval to provide various other related services such as Speech and Language Therapy, OT and PT as well.

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Vanetta LaRosa, Ph.D., BCBA-D
Executive Director

Kimberly Guillem, M.S. Ed.
Senior Director

We were established over 10 years ago, and on average serve well over 350 students and have over 100 employees. We have full time doctoral level clinical staff as well as a full administrative team. The owner and Executive Director of HHCS, Inc. is a Doctoral Level NYS Licensed Behavior Analyst and Educational Psychologist with 24 years of field related experience. Our BCBA's are highly trained. We provide BCBA training and supervision and teach BCBA courses at local Universities.

**Evidence of our licensing to provide Special Education related services and to practice in the state of New York** (attached legal documents and SED approval letters)

## H. Experience and Expertise

Our Board Certified Behavior Analysts, Special Educators and providers have advanced knowledge and experience in Applied Behavior Analysis, Psychology, Administration and Special Education. Our Special Education supervisors have documented advanced level experience as well as education and certifications in all essential areas that are related to the services listed in this proposal. Together our team's credentials present well-rounded expertise that we are eager to share. We are proud to be known as a specialty behavioral services agency in the New York area! Not only do we have experienced behavioral providers, our Special Educators also have a variety of certifications to provide specialized training in such areas as reading and literacy, including the Wilson and Orton–Gillingham reading programs. **We provide CPI training to schools.**

We specialize in servicing students with a wide range of developmental, behavioral and emotional challenges. Students with **Autistic Spectrum Disorders, Developmental and Emotional Disabilities, Attention Deficit Hyperactivity Disorder, Oppositional Defiant Disorder, Down Syndrome, Profound Multiple Disabilities, Deaf-Blindness, Fragile X, Down Syndrome,** and other diagnoses get the help they need from us in conjunction with the school teams we serve.

Our highly trained professionals, leadership model, and our focus on scientific based teaching methodologies have proven to be a perfect combination to effectively assist students in need.

We have a pool of highly qualified providers ready to work with students in the Mineola UFSD. We ensure each of our providers and/or staff members are able to meet the exact needs of a student before assigning them to their case. The placement process for pairing our providers with students is something we take very seriously. It is a firm belief of ours that a provider of service must be matched to a student based on the specific needs of the student. We make every effort to ensure that therapists make a commitment to their case, and that everyone involved is set up for success. We monitor each assignment closely to ensure each student and school district's needs are being met.

**Key Personnel to be assigned to Mineola UFSD**

**Respondent for all Special Education Related Educational Services listed in this proposal.**

**Senior Director: Kimberly Guillem, M.S., Ed.**
Office number: (631) 659-3337 - option 1.
Address (office): 160 E. Main St. Huntington, NY 11743
Fax number: (631) 659-3338
E-mail: kguillem@helpinghandschildren.com

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Vanetta LaRosa, Ph.D., BCBA-D
Executive Director

Kimberly Guillem, M.S. Ed.
Senior Director

***Actual providers of services are listed later in the proposal in appendix A.**

**Executive Director: Vanetta LaRosa, Ph.D., BCBA-D, and NYS Licensed Behavior Analyst will oversee all ABA, BCBA, and Autism Related Services**

Address (office): 160 E. Main St. Huntington NY 11743
Office number: (631) 659-3337 - option 8.
Fax: (631) 659-3338
E mail: vlarosa01@helpinghandschildren.com

**Vanetta LaRosa, Ph.D., BCBA-D**

- 16 years of related experience (post Graduate), 13 years post BCBA Certification, 25 total years of field experience.
- Completed a Ph.D. in Educational Psychology with a sub-specialty in human learning and development from Southern Illinois University.
- Currently in Post-Doctoral Re-specialization program in Neuropsychology
- BCBA-D (Board Certification in Behavior Analysis – Doctoral), NYS Licensed Behavior Analyst
- Published ABA oriented research
- Conducted hundreds of functional behavioral assessments and implemented related behavior intervention plans to students at the pre-school, elementary, middle and high school levels
- Worked in schools and private agencies for 22 years, and in leadership positions for over 10 years.
- Has over 10 years of college level teaching experience (including BCBA and graduate Psychology courses).
- In the past three years Dr. LaRosa has provided ABA/Behavior consultation to various school teams. The three most recent are: Southold UFSD, Wyandanch UFSD, Port Washington UFSD, Westhampton Beach UFSD and Roslyn UFSD.

Regarding Applied Behavior Analysis, Dr. LaRosa the founder and Executive Director, was directly trained by some of the industry's top scholars and some of the most well published professors in the field. Her Ph.D. in Educational Psychology with a sub-specialty in human learning and development is from the very first ABA oriented doctoral program in the United States. One of her most cherished mentors the late Dr. Barbara Cordoni founded the clinical ACHIEVE center in 1978 at Southern Illinois University which was the first college program for students with Learning disabilities. While there she worked under Dr. Cordoni in a doctoral fellowship learning to administer psycho-educational batteries. Her combination of skills gives the agency's staff a well-rounded perspective that incorporates education, leadership, psychology, and applied behavior analysis. She has enjoyed 23 years of work in this field at all levels of service from direct care to executive leadership. She has written and successfully executed hundreds of Behavior Intervention Plan in school settings. She is now in a Neuropsychology Post Doctoral program and is being trained by Dr. Elkhonon Goldberg, one of the world's most prominent Neuropsychologists.

**Senior Director: Kimberly Aloisi Guillem, M.S. Ed.**
Kimberly Aloisi Guillem oversees all Applied Behavior Analytic and Special Education related services for the agency. She also leads the data analysis team. She oversees the cases in school districts, works closely with the providers to supervise and provide support. She communicates with school district administration, parents and providers to ensure that everyone is working together to meet the needs of the students and following the mandates of the IEP.

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Executive Director

Kimberly Guillem, M.S. Ed.
Senior Director

- Kimberly is a Certified Special Education teacher (Permanent Certification in Special Education Birth-21)
- Kimberly completed her BCBA course and supervision work and taking the certification exam in February 2015.
- She has been trained in Verbal Behavior, Discrete Trial Teaching/ program development/supervision, and numerous other methodologies of ABA.
- Kimberly has been an administrator in a private school and has been an independent contractor providing home and school services for over 10 years.
- Recent school districts worked in include but are not limited to: Syosset, Lindenhurst, Port Washington, Wyandanch, Westhampton Beach and Great Neck.

**Clinical Coordinator/Senior Behaviorist: Maureen O'Grady, M.A., BCBA**
As the Clinical Coordinator and Lead Behaviorist, Maureen works directly with the Senior Director coordinating services between the school districts, insurance companies, parents and providers. She participates in our Data Team. She is active in research that is necessary for the development of new programs and trainings within our agency. Maureen oversees the development of our insurance department and provides parent training and supervision to our insurance and district cases. She also assists the Executive Director and Senior Director in various projects, one of which is grant proposals.

- Maureen has a M.A. in Applied Behavioral Analysis.
- She is a Board Certified Behavior Analyst and NYS Licensed Behavior Analyst.
- Maureen has held a leadership position at HHCS for 3 years.
- She has years experience working as an After School Teacher for disadvantaged youth on Long Island. During that time, she led numerous educational and creative activities while maintaining a safe environment for her students.
- Maureen also has experience as an Assistant Teacher in a Bilingual Pre-Kindergarten classroom. While in this position, Maureen taught and encouraged the acquisition of the English language to Spanish speaking children.
- Maureen has a strong interest in research that focuses on interventions for individuals with special needs and has experience analyzing and reporting on psychological journal articles.
- Recent school districts worked in include but are not limited to: Freeport, Harborfields, New Hyde Park, and Northport-East Northport.

**Lead Behaviorist 2/Special Education Teacher: Jackie D'Angelo-Hunt, M.S., Ed.**
As the Lead Behaviorist 2 and Special Education Teacher, Jackie works with our Crisis Response Program, providing services for students identified to be in crisis by the school district. Jackie provides academic and behavior support and services to the select students. Jackie also provides parent training, ABA and Behavior Consultation services in various school districts. Jackie is also a member of our data team. Jackie also provides Crisis Prevention Intervention trainings. Overall, Jackie is an active member of the Helping Hands team.

- Jackie is a certified CPI instructor.
- Jackie has her B. S. in Childhood Education
- Jackie received her Master's degree in Special Education and is certified in both Special Education and Childhood Education grades 1-6.
- Jackie has over 6 years teaching experience.
- Jackie has experience working with student from 6 months to 21 years of age.

Helping Hands Consultation Services, Inc. DBA
Helping Hands Children Services
Hand in Hand Children Succeed
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*Main Telephone*: (631) 659-3337, *Main Fax*: (631) 659-3338
*E mail*: info@helpinghandschildren.com www.helpinghandschildren.com

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Executive Director

Kimberly Guillem, M.S. Ed.
Senior Director

- Jackie has experience in incorporating technology, visual aids, social stories and other resources into lessons and activities to further motivate a student.
- Jackie has experience utilizing IEP Direct to create goals and report progress.
- Jackie is also fluent in Italian and has knowledge of conversational Spanish.
- Recent school districts worked in include but are not limited to: Syosset, Lindenhurst, Roslyn, Wyandanch, Babylon, Plainview-Old Bethpage, and Freeport.

**Senior Behaviorist: Jordan Freeman, MS Ed, BCBA**
As the Senior Behaviorist, Jordan provides behavior consultation and parent training services as well as supervision and training through insurance cases. He also works directly with the Senior Director to provide various trainings and workshops. He is active in research that is necessary for the development of new programs and trainings within our agency. He also assists the Executive Director and Senior Director in various projects, one of which is coursework offered through the agency.

- Jordan graduated from SUNY Binghamton with a degree in Psychology with a Concentration in Applied Behavior Analysis.
- He has been in the field of autism and Applied Behavior Analysis since 2001.
- He received his Masters in General and Special Education with a Concentration in Autism from C.W. Post in 2007 and received a Certificate in ABA from the University of North Texas in 2009.
- He became a BCBA in 2010.
- He worked as a teacher at a private school for children with autism in Queens for 10 years. During this time, he working with students of varying levels and with varying behaviors.
- In addition, he served as a supervisor on insurance cases for the past three years.
- Recent school districts worked in include but are not limited to: Herricks, Lindenhurst, Roslyn, and Levittown.

**Education and Administration Advisor: Jane Albert, Ed.D., SDA (Consultant)**
Dr. Albert advises on all Special Education related matters.
- Dr. Albert has thirty years of experience in the area of special education.
- Dr. Albert has been both a principal and a Director of Pupil Personnel Services where she was responsible for all program implementation as well as supervision of eighty special education certified staff members.
- Recently retired as PPS Director
- Currently consults as Interim PPS Director in a Long Island School district.

**Our experience and expertise** focusing on special education services provided for school districts focuses on ABA, Autism and Behavior Intervention Services. We have worked with many students who have challenging behaviors, and always strive to assist all students in achieving behavioral and educational success. We have worked hard to assist many families and have helped them to trust and rely on their district to meet their children's needs. Specifically for school districts we have been successful in:
- Working with school staff to set up new ABA oriented classrooms
- Providing specific trainings on Autism and Behavior intervention topics
- Providing parent training services to parents with high levels of need
- Working with challenging students who display aggressive behaviors
- Working with students with Emotional Disabilities and noncompliance
- Helping students transition back to school after being suspended
- Working with students while on home instruction

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- Assist the district in building strong communication between home and school
- Working as a crisis response team to provide support and proactive strategies to school teams and families
- Providing top quality level FBA's, BIP's and Behavior Consultation to school teams and families for more intricate cases

**Special Expertise**: We also offer a **Center Based after school program** to implement social skills training and individualized programming, based on students' goals. Trained staff is working with all students. A nurse is available upon request to meet our students' medical needs. We offer **BCBA supervision and training.**

We also offer a **Crisis Response Program** to assist students who are on home instruction or in between placements due to behavioral needs. We work with the students to stabilize their behaviors within a 1:1 setting. We provide a skilled and trained certified teacher as well as a behavior consultant to provide support and feedback.

No matter what service we are providing, we run a data based program. **We have a data team that reads every log note and analyzes every graph to ensure student progress.** Our effective special education related services support all IEP related goals as well as in school learning and behavioral objectives in an analytic and therapeutic manner.

We are unique in part because our full time staff as well as consultant team is comprised of many professionals who are Board Certified Behavior Analysts or who are completing this credential, our special educators, psychologists, social workers, counselors and paraprofessionals all have significant behavioral training, we have advanced data systems that offer districts the most detailed information, the behavior services are led by a Doctoral level Board Certified Behavior Analyst, with a Ph.D. in Educational Psychology. We offer regular trainings on a variety of cutting edge topics such as: Apps & technology, graphing, and much more.

We provide BCBA supervision hours to consultants and employees who work for us, and therefore attract the most qualified professionals. Helping Hands is approved by the continuing education board of the Behavior Analyst Certification Board (BACB.com) to provide continuing education activities in Behavior Analysis. **We offer a quality BCBA supervision program to those in need of mentorship. We are an approved Behavior Analysis Certification Board CEU provider and provide a variety of useful workshops and trainings.**

**Our Additional Core Services:**

- **Applied Behavior Analysis/Behavior Consultation/Autism Consultation:** Our Behaviorists/special educators provide classroom teacher(s) and support staff with suggestions and strategies through observations and modeling with the student(s) we serve. We also train the classroom staff on data collection and recommended behavior management strategies. We collect data and write Functional Behavior Assessments and discuss the findings with the school team. We work with school teams to create Behavior Intervention Plans (BIP's) that builds the student's success and increases appropriate behaviors while decreasing inappropriate behaviors. We monitor all BIP's through data collection and observation so that we are able to make modifications as needed. We have hundreds of students who have made documented progress while utilizing our plans.
- **Trainings:** Our agency provides cutting edge, industry favorite parent and staff trainings within the district to educate and introduce new strategies and procedures. Our staff is trained in **Crisis Intervention and Prevention (CPI).**

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- **Teacher Consultation:** Our behaviorists/special educators meet with classroom teachers to discuss their classroom management strategies. They then observe the teacher within the classroom and provide feedback regarding the observation. We make suggestions to modify an existing strategy, add a new strategy or remove an ineffective strategy. All in all it is an open dialogue that promotes cooperation.
- **ABA/Extended Day services:** We work directly with students within the homes and community settings. We create programs that follow the student's IEP goals as well as promote independence within the home and community. We also work with the family so that they continue to implement the programs established within the home. We ensure ongoing communication with school district teams.
- **Parent Training:** We support a true parent-training model distinct from direct service models. We meet with the student, the parents/caregiver of the student and the siblings if needed. We then provide the family with various strategies and model these strategies for the family with the student. We then have the family utilize these strategies while observing to provide feedback on the correct implementation of the strategies. Parents have been thrilled with the changes they have seen in their homes as a result of our work with them. We understand that parent training must be data based. Having measurable goals and objectives are a critical part of parent training sessions, and just like all related services, data is essential and required. We train parents to work with their children on a lifelong basis by understanding the fundamentals of ABA, as well as the specific characteristics that go along with their children's disorders. We focus on helping parents understand, and effectively manage, difficult behaviors in their homes and community settings. We always support school team driven objectives.
- **Setting up Applied Behavior Analysis Classrooms:** We have created and implemented hundreds of ABA programs. In this capacity we train classroom staff and deliver professional development workshops for the school staff. We continue to support the Autism Programs we have created by providing classroom support on a regularly scheduled basis. We have set up a communication system with classroom teachers so that we may be consulted on an ongoing basis. We teach staff the specifics of Discrete Trial, Verbal Behavior programming, as well as utilizing ABA techniques like shaping, fading, modeling, chaining, etc. to improve student learning and outcome measures.
- **Resource Room:** Our Special Educators have worked with many students in classrooms to facilitate learning along with a classroom teacher. We provide the individualized support the student needs either individually or in a small group while integrating into the classroom setting. We act as a consultant to the teacher as well.
- **Home Instruction:** Our Special educators provide direct service to the student they are working with. During home instruction they work on goals derived from the student's IEP: educational, behavioral, social and daily living skills. Our Special educators have demonstrated success with many students who present with challenging behaviors. Our Special educators always invite the parents and families to participate in their sessions to ensure consistency and follow through. We feel that communication with the parents and families is so important for the student's success and progress.

In addition:

- ✓ We hold round table discussions with our providers to trouble shoot and brainstorm about all students' needs.
- ✓ As part of our in-school behavior consultation, we work in a hands-on manner, writing and developing Functional Behavior Assessments and related Behavior Intervention Plans, while working along with classroom staff to ensure effective implementation.
- ✓ We ensure that our functional behavioral assessments (FBA's) and behavior intervention plans (BIP's) are quality documents that are useful and easily utilized.
- ✓ We have implemented hundreds of Behavior Intervention Plans successfully in school settings and students' progress has been documented.

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- ✓ Our data is truly impressive!

**Expertise with public sector clients**

Helping Hands' sister program, Helping Hands Behavioral Outreach, Inc. is a not for profit program that Dr. LaRosa started in 2004. It is designed to provide social skills training and recreation involving peer models to students with autism and developmental disabilities aged 5 to 21. We support children form a variety of school districts.

At the Behavioral Outreach we provide respite programs during all school breaks. We were awarded a grant by the Family Support Services of the Office for People with Developmental Disabilities (OPWDD) in 2004. It is a center-based program after-school for students with severe behavioral needs and a community-based program during school breaks. We provide a mixed model on Saturdays, including socialization, recreation, and community integration. We work together with Family Residences and Essential Enterprises, Inc. to make this program a success. Our Saturday not for profit program is a full day, 12-month program that offers a variety of therapies (e.g., art, music, dance therapies) and provides peer model.

During our after-school program we provide services to students in various districts with aggressive and problem behaviors that prevent them from experiencing other after-school programs.

We also provide behavior and autism consultation to adult oriented agencies such as FREE, Inc.

Regarding transition services, we work together with FREE, Inc. as well. FREE has a variety of unique adult programs and day opportunities. The success of our sister not for profit agency, funding sources, grants awarded and relationships with agencies like FREE, Inc. shows our history in working in a variety of ways with public sector clients.

**Our CPSE 4410 Services**

We are an SED 4410 approved agency. We were granted the approval to provide Special Education Itinerant Services in Nassau and Suffolk counties as well as New York City. Since we specialize in helping students with Autism Spectrum Disorders, developmental disabilities, learning disabilities, and behavioral challenges, we take this critical learning period in student's lives very seriously. We provide IBI aides (for ABA), SEIT services as well as Parent Training and counseling, Speech and Language Therapy, Occupational and physical Therapies.

**Early Intervention Services**

We are an approved Early Intervention provider, classifications 4410. Our approved services include: Core and supplemental evaluations, service coordination services, service provider including: home & community based individual collateral visits, facility based individual/collateral visits, parent-child groups, group developmental intervention, family/caregiver support groups.

**Insurance Services**

We provide Autism/ABA services through most major insurance companies.

**Officers and Associates of HHCS, Inc.**

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Dr. Vanetta LaRosa, BCBA-D is the sole owner of Helping Hands, the Executive Director and the person submitting and signing this proposal.

I. **2.** Helping Hands Consultation Services, Inc. DBA Helping Hands Children Services. We are a business Corporation, Tax ID, 20-2200225. Our legal name is Helping Hands Consultation Services, Inc. D/B/A/ Helping Hands Children Services. We are registered with New York State Department of Education under this name and tax ID number and we are registered with the NYS Dept. of State. Our agency code with the New York State Education Department is 800000062813. We have approval in Nassau and Suffolk Counties as well as in NYC and upstate New York.

**J. Reference List.**

1.) Dr. Joseph LaMelza, Ed.D., Director of Pupil Personnel Services, Syosset Central School District. He may be reached at (516) 364-5616. The address to send correspondence is 99 Pell Lane, Syosset, NY 11791. We have provided behavior and special education related services to this school district since 2009/2010.
2.) Mehri Fryzel, Executive Director of Pupil Personnel Services, Port Washington Union Free School District. She may be reached at 516-767-4900. The address to send correspondence is 90 Avenue C, Port Washington, NY 11050. We have provided behavior and special education related services to this school district since 2007/2008.
3.) Dr. Christopher Long, Ed.D., SDA, Chief Administrative Officer of Family Residences and Essential Enterprises, Inc., Child Development Center of the Hamptons – charter school (CDCH) administrator. He may be reached at (516) 870-1608. The address to send correspondence is 191 Sweet Hollow Rd. Old Bethpage, NY 11804. FREE, Inc. is a Not for
Profit agency with OPWDD operating license that we have provided behavior consultation, staff trainings and workshops, workshops to OPWDD staff, operate in conjunction a Saturday socialization program, and provide behavior consultation to CDCH charter school. We have worked together since 2005.
4.) Erica Klock, Ms. Ed., Behavior Intervention Specialist, Lindenhurst Public Schools. She may be reached at (631) 867-3100. The address to send correspondence is McKenna Administration Building, 350 Daniel Street, Lindenhurst, NY 11757. We have provided special education related services to Lindenhurst Public Schools since 2007.
5.) Lisa Consolo, MS Ed, Special Education Director, Babylon Union Free School District. She may be reached at (631)-893-7941. The address to send correspondence is 50 Railroad Avenue, Babylon, New York 11702. We have provided home services, CPI training and Crisis Response Programming to this district since 2013.
6.) Kim Levy, Director of Special Education Services, New Hyde Park-Garden City Park Schools. She may be reached at (516) 434-2307. The address to send correspondence is 1950 Hillside Avenue, New Hyde Park, NY 11040. We have provided home services, behavior consultation and CPI training to this district since 2013.

**Similar Contracts Awarded and dates of service (All current except where indicated)**

We have been contracted to provide the special education related services to the districts listed below. All are current:

- School Districts since 2001, 2002-2003
  - New York City Districts 75, 19, 12 and 10
- School Districts since 2004-2005

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- Plainview-Old Bethpage Union Free School Districts

- School Districts since 2005-2006
  - Roslyn Schools
  - Jerusalem Avenue BOCES *(ended in 2008)*
- School Districts since 2006-2007
  - East Rockaway Union Free School District
  - Freeport Union Free School District
- School Districts since 2007-2008
  - East Williston Union Free School District
  - Lawrence Union Free School District
  - Lindenhurst Union Free School District
  - Port Washington Union Free School District
  - Smithtown Central School District
  - Uniondale Union Free School District
  - Wantagh Union Free School District
- School Districts since 2008-2009
  - Bayport-Blue Point School District
  - Bethpage Union Free School District
  - Deer Park Union Free School District
  - Half Hollow Hills Union Free School District
  - Jericho Union Free School District
  - New York City Region 02 – D08, District 8, 11, and 12
- School Districts since 2009-2010
  - Northport-East Northport Union Free School Districts
  - Western Suffolk BOCES and its component districts
  - Syosset Union Free School District
  - South Huntington Union Free School District
- School Districts since the 2010-2011
  - Child Development Center of the Hamptons
  - Island Trees Union Free School District
  - Valley Stream Central High School District
  - Valley Stream Union Free School Districts #13, #24, and #30
  - North Shore Central School District
- Districts contracted 2011-2012
  - Elmont Union Free School District
  - Hampton Bays Union Free School District
  - Herricks Union Free School District
  - Islip Union Free School District
  - Manhasset Union Free School District
  - Merrick Union Free School District
  - West Hempstead Union Free School District
  - Wyandanch Union Free School District
- School Districts contracted 2013-2014
  - Babylon Union Free School District
  - Cold Spring Harbor Central School District

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- Commack Central School District
- Farmingdale Public Schools
- Huntington Union Free School District
- Kings Park Central School District
- Middle Country Central School District
- New Hyde Park-Garden City Park Union Free School District
- North Bellmore Public Schools
- Plainedge Public Schools
- Rocky Point Union Free School District
- Westhampton Beach School District

- School Districts since 2014-2015
  - South Country CSD
  - Harborfields CSD
- Nassau CPSE for the 2010-2011 school year
  - Freeport Union Free School District
  - Great Neck Union Free School District
  - Port Washington Union Free School District
- Nassau CPSE for the 2012-13 school year
  - Bethpage Union Free School District
  - Freeport Public Schools
  - Great Neck Union Free School District
  - Levittown Public Schools
  - North Shore Schools
  - Port Washington Union Free School District
  - Roslyn Public Schools
  - Syosset Central School District
- Nassau CPSE for the 2013-14 school year
  - Jericho Public Schools
  - Uniondale Public Schools
- Nassau CPSE for the 2014-15 school year
  - Uniondale School District
  - Levittown Public Schools
  - Oceanside School District
- Suffolk CPSE for the 2012-13 school year
  - Lindenhurst Public Schools
- Suffolk CPSE for the 2013-14 school year
  - Half Hollow Hills Central School District
  - Mount Sinai School District
  - West Babylon Union Free School District
- NYC CPSE
- Adult and Private Agencies (2006-Present)
  - Family Residences and Essential Enterprises, Inc.
  - Home Care Therapies DBA Horizon Healthcare Staffing

**K.**

**Other accomplishments/information that might be beneficial to the district**

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- ✓ In the 2012-13 and 2013-14 school years we worked with Wyandanch UFSD through a grant to provide hands on classroom management and behavior management trainings to the teachers within their classrooms. We provided oversight and training to our providers. Our Senior Behaviorist attended planning meetings with the school district to discuss progress and strategies utilized throughout the program.

- ✓ We co-led a middle school social skills program for the Roslyn district for several years that we created specifically for middle school students.

- ✓ We worked with the BOCES Jerusalem Avenue team to provide behavioral consultation to students with emotional disabilities and severe aggression for three school years and help revise the school wide behavior system in an effort to reduce suspensions.

- ✓ As of the 2010-2011 school year, we also began providing consultation services to the Child Development Center of the Hamptons (CDCH), which is a fully integrated charter school serving children from preschool through grade 5. We support classrooms on all grade levels in the school in addressing behavioral challenges. CDCH

- ✓ Introduced a self-contained Kindergarten-First Grade classroom, that we were instrumental in starting. We have widely accepted by the staff there.

- ✓ We have worked with BOCES in districts who were awarded grant funds to provide behavioral assistance to students while training staff.

- ✓ During the 2009-2010 School Year, we also had the wonderful opportunity to provide vocational training for a student. This student came to our office every week where she received job training. She learned to improve typing and phone skills, working on a resume and her interview skills, and acquiring valuable office skills that she will be able to generalize to any work setting.

These are just a few examples of our unique and highly individualized delivery of services. We enjoy working in all facets of Special Education Related Services!

COUNTY OF NASSAU

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

1. Name of the Entity: Helping Hands Consultation Services Inc D/B/A Helping Hands Children Services

Address: 160 East Main St.

City, State and Zip Code: Huntington, NY 11743

2. Entity's Vendor Identification Number: 20-2200225

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp "S" 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):

Vanetta LaRosa - Executive Director
29 Milmohr CT, Northport, NY 11768

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

Vanetta LaRosa - Executive Director - member
29 Milmohr CT Northport, NY 11768

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

none

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

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

~~N/A~~ none

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

N/A

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

N/A

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: 8/2/16

Signed: [signature]

Print Name: Vanetta LaRose

Title: Executive Director

**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.

MWBE FORM

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

☐ **Department MWBE responsibilities**. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.

☑ **Vendor will not require any sub-contractors.**

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

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

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

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

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

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

Vanetta LaRosa / Executive Director
Name and Title of Authorized Representative

m/d/yy

Signature

8/2/16
Date

Helping Hands Consultation Services, Inc. D/B/A
Name of Organization Helping Hands Children Services

160 East Main St, Huntington, NY 11743
Address of Organization

OJP FORM 4061/1 (REV. 2/89) Previous editions are obsolete

# Redacted copy of Contract

You may submit, in addition to your routine paperwork, a duplicate redacted version of this contract package. This "web site ready" paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval.

The "website ready" paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the Contractor will have the opportunity to redact all information of a private or personal nature. The "website ready" paperwork is to be attached to the contract package that is being sub mitted for County approvals. It will be presumed that an un-redacted version of the paperwork is acceptable for posting on the County website if no redacted version is sub mitted. Please be advised that redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. The type of information that is excepted from FOIL disclosure and may be redacted includes, but is not limited to, social security numbers, home or personal telephone numbers, home addresses, e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. The Contactor shall explain the reason(s) for each redaction. Further, the County reserves the right to unilaterally, without notice, reject Contractor redactions or make additional redactions.

Contractors are further advised that failure to submit "website ready" paperwork, including paperwork where redactions are not explained, shall be deemed their consent to the positing of the paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork and provide such version to the public if requested pursuant to FOIL, subject to redaction by the County's internal FOIL disclosure procedures.

# PRESCHOOL SPECIAL EDUCATION PROGRAM CONTRACT

THIS AGREEMENT, dated as of _____, 2015 (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 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, NY 11501 (the "Department"), and (ii) **HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.** a New York State FOR PROFIT S CORPORATION, having its principal office at 160 East Main Street (rear building) Huntington NY 11743 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on September 1, 2015 and terminate on August 31, 2020, unless sooner terminated in accordance with the provisions of this Agreement.

2. Definitions. The following terms shall have the meaning defined below for the purposes of this Agreement.

(a) **"Child"** shall mean a referred or eligible child as defined in Section 4410(1)(j) of New York State Education Law.

(b) **"Board" or "Board of Education"** shall mean a board of education as defined in section two of the New York State Education Law; or trustees of a common school district as defined in section 1601 of the New York State Education Law.

(c) **"Commissioner"** shall mean the Commissioner of Education of the State of New York.

(d) **"Contractor"** shall mean such individual or entity providing Evaluation, SEIT, Center Based, and Related Services, as such services are defined and described in this Agreement or any appendix or exhibit attached to this Agreement.

(e) **"Coordinator of Services"** shall mean a therapist serving a Child under this Agreement who provides coordination services to a Child in the event that such Child is receiving more than one service, whether Related Services and/or SEIT.

(f) **"CPSE"** shall mean the Committee on Preschool Special Education, a multidisciplinary team established in accordance with the provisions of section 4410 of the Education Law.

(g) **"Preschool student with a disability"** shall mean a preschool child, as defined in section 4410(1)(j) of Education Law, who is eligible to receive preschool programs and services.

(h) **"IEP"** shall mean an Individualized Education Program, a written plan that specifies the special education programs and services to be provided to meet the unique needs of a student with a disability.

(i) **"Medical Assistance Program"** shall mean the Medicaid program authorized by Title 11 of Article 5 of the New York State Social Services Law.

(j) **"NYSED or SED"** shall mean the New York State Education Department.

(k) **"Parent"** shall mean the parent of a Child or other person authorized to give parental consent.

(l) **"Personnel"** shall mean any and all staff having contact with the child. This includes subcontracted individuals.

(m) **"Provider"** shall mean a Contractor and may refer either to the Contractor or a third person, as appropriate.

(n) **"Quality Assurance Reviews"** shall mean those activities conducted by NYSED, the County and the Department to assure that the Services provided by the Contractor under this Agreement are being carried out according to the terms of this Agreement and any applicable law, and shall include, but not be limited to, site monitoring visits and payment audits.

(o) **"Regulations"** shall mean 8 N.Y.C.R.R. Part 200, Regulations of the Commissioner of Education, as the same may be in effect or amended during the term of this Agreement.

(p) **"Session"** shall mean that time in which the Contractor is providing Services to the Child as required by the IEP. Each Session is at least 30 minutes in length and is billed to the County as required by the IEP.

(q) **"Special Education Itinerant Services" or "SEIT Services"** shall mean an approved program provided by a certified special education teacher on an itinerant basis in accordance with the Regulations of the Commissioner, at a site determined by the Board, including but not limited to an approved or licensed prekindergarten or head start program; the child's home; a hospital; a state facility; or a child care location.

(r) **"Special Education Itinerant Teacher" or "SEIT"** shall mean a person certified to teach students with disabilities who is providing special education to the student. For a student who is being considered for initial placement in special education, a teacher qualified to provide special education in the type of program in which the student may be placed may serve as the student's special education teacher that individual performing SEIT Services.

(s) **"State"** shall mean the State of New York.

(t) **"Training"** shall mean any training adhering to minimal requirements and mandated County trainings.

3. Scope of Services. The services provided under this Agreement shall be special education services and programs for preschool children with handicapping conditions, including, where applicable: (a) SEIT Services; (b) Evaluation Services; (c) Center Based Services; and/or (d) Related Services, as such services are more fully described in "Exhibit A" attached hereto and incorporated herein by reference (the "Services").

4. Service-Related Covenants and Representations.

(a) General. The Contractor agrees to abide by NYSED and County written policies and procedures and utilize forms established by the NYSED and the County which relate to the Services performed in accordance with this Agreement. The Contractor shall provide Services for which the Contractor has NYSED approval to the entire County regardless of travel time, neighborhood in which the Child resides or if the Child receives other services unrelated to the Services which the Contractor performs pursuant to this Agreement.

(b) Case Records. (i) General. The Contractor shall maintain a complete and current primary case record ("Case Record") for each Child which accurately reflects the Services provided to such Child. At a minimum, the Case Record shall include:

1) Child information (name, date of birth, gender, address, Parent, etc.).
2) A copy of the child's IEP and related documents, including IEP amendments.
3) Record of each date of service, length of session, description of the services provided and the child's response to the services. The signature and professional credentials of the Contractor and the signature of the Parent is also required. Treatment Logs must be accurately completed and the signature of the treating therapist and Parent is required.
4) Quarterly progress reports.
5) Orders by physician(s) or other health care professionals as required.
6) Written correspondence with or regarding the child/family.
7) Notes recording any relevant discussions with Parents or other contractors regarding the child and family and/or notes recording any relevant discussions with the County regarding the child and family.
8) Any signed and dated parental consents for the provision of evaluations and Preschool services and/or to obtain and/or release information.
9) Any circumstance resulting in the non-delivery or delay in the delivery of any services shall be recorded in said case file.
10) Record Access form.
11) Discharge and or Declassification documentation.

In cases where Services are provided through a sub-contractual arrangement, the direct provider of the Services shall retain the complete and original Case Record related to the Services they deliver to a Child and a Child's family.

(ii) Review and Inspection. Case Records shall be available to the Child's Parent, upon such Parent's request, for such Parent's inspection and review. Such Parent may request that their Child's records be amended if a record contains misleading or inaccurate information about the Child or family or violates the privacy or any other rights of the Child. Case Records shall also be available for review and inspection by representatives of the County and/or NYSED or their respective designee during working

hours at the Contractor's place of business or other location as agreed to by the Contractor and the County and/or NYSED.

The Contractor shall keep all Case Records and other clinical records relating to the Services performed under the terms of this Agreement available at all reasonable times for inspection, review, evaluation and audit by properly authorized personnel of the County, the State and federal government, subject to any limitations or restrictions imposed by any statutes, rules or Regulations governing confidentiality of child records, for a period of not less than that required by applicable law, regulations, or record retention schedules of the County, State or federal government.

(iii) Maintenance of Case Records. The individual Case Records for each Child participating in the Services conducted pursuant to the Agreement shall be kept in locked files or in rooms that are locked when the records are not in use with access provided only to those individuals deemed appropriate by the Department. The Records shall be maintained in a confidential manner in compliance with all applicable laws, regulations and guidelines of Federal, State and local governments and their agencies, including requirements that apply to professions licensed, registered, or certified under New York State Education Law. The maintenance of Case Records shall also be subject to those confidentiality provisions contained in this Agreement.

The Contractor shall continue to maintain the confidentiality of individual Case Records and safeguard such Case Records against destruction, as set forth above, after termination of this Agreement or any subsequent agreements, until final disposition of such Case Records is made in accordance with all applicable laws, regulations and guidelines.

All Case Records pertaining to this Agreement, including copies of all progress reports and other records pertaining to this Agreement, shall be retained by the Contractor and shall be submitted to the Department as required. All Case Records pertaining to this Agreement shall be retained by the Contractor for a period of three years after the Child attains age 18.

(c) Contractor Representations and Qualifications.

(i) The Contractor represents and warrants that it has fully and accurately completed and submitted to the Department the "Preschool Provider Contract Re-application Request Profile" and "Agency Contract Application." The Contractor shall notify the Department immediately of any change in the information provided.

(ii) The Contractor agrees to provide the County with a copy of the approval from New York State Education Department for SEIT, Center Based, and evaluation services for which the Contractor is responsible under this Agreement. At least 30 days prior to the Contractor's submission to the New York State Education Department of an Application for Approval of Preschool Education Programs or modifications, additions, or deletions to an Application for Approval, the Contractor agrees to request in writing the Department's assessment of the need for such Application for Approval, modifications, additions or deletions.

(iii) The Contractor shall contact the Nassau County Department of Health immediately upon becoming aware that the New York State certification and/or License, Drug Enforcement Agency (DEA) registration or Medicaid certification of any staff member, employed or contracted, is restricted, suspended or temporarily and/or permanently revoked by any regulatory authority. The County shall then immediately notify the NYSED.

(iv) Licenses. The Contractor specifically represents and warrants that, in the case of a Contractor who is an individual, he/she has and shall possess, and that, to the extent applicable to the Contractor, its employees, agents and subcontractors have and shall possess, the required education, knowledge, experience and character necessary to qualify them individually for the particular duties they perform and that the Contractor has and shall have, and, to the extent applicable, its employees, agents and subcontractors have and shall have, all required New York State approvals, authorization(s), certification(s), registration(s), license(s) or permit(s) required by the State, County or local authorities for the Services (collectively, the "License" or "Licenses").

The Contractor shall verify annually the status of each employee, subcontractor, and agent's license, permit and/or certificate and check monthly each employee, subcontractor and agent against the United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), AND the New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system).

The Contractor shall immediately notify the County and NYSED in writing of any disciplinary proceedings filed against the holder of any License required by this Agreement or any applicable law, rule, and regulation. In the event that the Contractor or such other holder of a License is no longer licensed for any one or more of the Services, the Contractor must immediately so notify the County and NYSED. The Contractor shall notify the County if any employee, subcontractor or agent is found on either Restricted/Terminated/Excluded list. The Contractor shall not be entitled to compensation for any Services provided for which it fails to maintain any required certification, registration or license and NYSED approval, if applicable or if services are provided by an excluded employee, subcontractor or agent. The Contractor shall reimburse the County for any compensation received for such portion of the term

The Contractor must ensure all state licensed speech language pathologists, psychiatrists, and psychologists who are employees, subcontractors, or agents, who will refer for any evaluations or services, are enrolled as New York State Medicaid Providers.

The Contractor shall maintain on file current copies of New York State certification and/or License and documentation of continuing education programs as required by the NYSED for any agent, employee or subcontractor and produce such documentation upon request of the County and/or NYSED or their respective designee.

(v) The Contractor shall require verification that any agent otherwise required by law, employee, or subcontractor have documentation of completion of a child abuse mandated reported training course.

(vi) The Contractor represents and warrants that it has made available to all employees, subcontractors and agents a copy of the County's Implementing Professional Boundaries (ethics brochure).

(vii) The Contractor or any staff member (hereinafter, a "Staff Member") of the Contractor, or any subcontractor or Staff Member of such subcontractor, providing Services under this Agreement is required to wear visible photo identification while performing any Services under this Agreement. All photo identification shall contain the Contractor, subcontractor or Staff Member's name, picture, professional title, and, if applicable, the name of the Staff Member's employer.

(d) Facilities. The Contractor shall comply with any and all federal, State and local codes, ordinances, and regulations governing their office/facility. All buildings, premises, equipment, furnishings shall be safe and suitable for the care and comfort of the children and shall be provided and maintained in a good state of repair and sanitation. The premises must be kept free from dampness, odors, vermin, and accumulation of trash. All rooms, equipment, surfaces and furnishings accessible to children must be cleaned and disinfected as needed to protect the health of children and in a manner consistent with Appendix A attached hereto and incorporated herein by reference. (Health and Safety Checklist).

(e) Attendance.

(i) Attendance at Mediations and Impartial Hearings. As provided by law, where a Parent has requested a mediation or impartial hearing concerning either an act or failure to act on the part of the Contractor, upon request of the Department and without additional compensation, the Contractor shall consult with appropriate representatives of the Department, and, after such consultation, provide witness(es) who have either direct knowledge of the Child or sufficient knowledge of the Child such that the witness(es) will effectively participate in the impartial hearing or mediation process.

(ii) Attendance at Training Sessions. The Contractor and/or its employees, agents and subcontractors shall attend, without additional compensation, any mandatory training sessions as required and specified by the Department.

(f) Cooperation.

(i) Quality Assurance. The Contractor agrees to cooperate and participate in the implementation of Quality Assurance Reviews conducted by the County and/or the NYSED.

(ii) Cooperation with CPSE. As necessary and reasonable, the Contractor shall confer by telephone or in person with the district CPSE, the Parent, the Coordinator of Services (if applicable) and the Department regarding all aspects of Services.

(iii) Participation in IEP Process. As requested by the CPSE, a Contractor shall participate in meetings for the purpose of reviewing the IEP of a Child.

(g) Health Status Documentation. The Contractor shall require of all personnel who provide direct Services to children and/or families, as a condition of their employment or affiliation, documentation of the following:

(i) Statement from a health care provider that the individual is free from a health impairment which is of potential risk to children/families or which might interfere with the performance of his/her duties. This shall be obtained annually.

(ii) PPD (Mantoux) skin test for tuberculosis, unless a documented previous positive test and negative chest x-ray are on file. Negative findings shall be repeated annually. Positive findings shall require appropriate clinical follow up including a chest x-ray.

(iii) Proof of Measles and rubella immunity for all personnel born after 1/1/57 by documentation of one of the following:

1) Diagnosis by a physician as having had the disease
2) Demonstration of serologic evidence of antibodies (titer) or

3) Evidence of two doses of live measles vaccine and/or rubella vaccine with the first dose administered on or after age 12 months and the second dose administered more than 30 days after the first dose but after 15 months of age
4) Current immunization with measles and/or rubella vaccine. If a health care provider certifies that immunization with measles or rubella vaccine may be detrimental to the employee's health, the requirements of this Section relating to immunization shall be inapplicable until such immunization is found no longer to be detrimental to such employee's health. The nature and duration of the medical exemption must be stated in the employee's employment medical record.

(iv) Hepatitis B vaccine and proof of Tetanus Immunization within the past ten years, Influenza and Varicella vaccine are highly recommended.

(h) Central Register of Child Abuse and Maltreatment

(i) All Contractors must report suspected cases of child abuse and/or maltreatment to the New York State Central Register of Child Abuse and Maltreatment (SCR) whenever they believe that there is reasonable cause to suspect that a Child is or has been abused or maltreated. Individuals in those professions required under Article 6 Title 6 of New York State Social Services Law on Child Protective Services to report cases of suspected child abuse or neglect (mandated reporters), must call the Mandated Reporter's number (1-800-635-1522) of the State Central Register of Child Abuse and Maltreatment. All other individuals who are not mandated reporters must call the State Central Register of Child Abuse and Maltreatment at 1-800-342-3720, when, based on their observations, they believe that there is reasonable cause to suspect abuse, maltreatment or neglect.

(ii) All Contractors are required to complete, at the commencement of this Agreement, SCR clearance on any person who is currently employed with the Contractor and/or is being actively considered for employment, their employees or subcontractors that meet the standard of having the potential for regular and substantial contact with the Child. The SCR clearance must be current. Prior approvals must not be considered. The Contractor shall adhere to the procedures established by the Office of Children and Family Services, including processing fees, in accessing the New York State Central Register of Child Abuse and Maltreatment (SCR), as per Chapter 578. Nothing shall prevent the County from requiring a fee from the Contractor in reference to processing and adhering to State requirements.

If an individual screened through the SCR is the subject of an indicated report, then the Contractor shall notify the Nassau County Department of Health, Office of Children with Special Needs by telephone, at 516 227-8648, and in writing, immediately. Failure of the Contractor to immediately remove the indicated subject from contact with Children may result in immediate termination of this Agreement, as well as such other sanctions as may be provided by applicable law, rule or regulation.

The Contractor must have procedures in place to check the Justice Center's Staff Exclusion List prior to hiring any new staff. The Contractor shall enter all new hires' NPI number on the E-medny website using the County's NPI number and email the completed NPI Number Registration Reporting of New Hires Excel spreadsheet (Appendix G) to the County.

(i) Transportation.

(i) The Contractor agrees to keep current addresses and phone numbers for children in their care who require transportation services in addition to one viable emergency drop-off name and

phone number. Furthermore, the Contractor will check the list for correctness and will update information three times a year (i.e. September, January and June). All updates will be sent to the Department's transportation management contractor and the CPSE for their records.

(ii) The Contractor is required to keep an appropriate Staff Member available on premises or on call until all children have been delivered by bus transportation to their appropriate destinations.

(iii) To document the provision of transportation services a bus log must be maintained. The log will be completed by the bus driver and by staff at the school as the students disembark.

(iv) In the event that a bus transporter cannot deliver a Child or the Child has been delivered in error, the Contractor is required to receive the Child at the Contractor location and enforce emergency procedures.

(v) The Contractor agrees to comply with any additional procedures or policies regarding transportation set by the Department during the term of this Agreement.

(vi) The Contractor (Center Based programs) shall comply with the Nassau County Department of Health Preschool Special Education Program Transportation policy and forms.

(j) Miscellaneous Provisions.

(i) On or before May 15 of each year during the term of this Agreement, the Contractor shall access the NYSED Special Education Program Listing and ensure that all of its NYSED-approved programs are correctly reflected for the upcoming summer and fall school year, especially the start and end dates.

(ii) Annually by June 1st, transmit the start and end date of all the updated and NYSED approved center based classes along with the start and end times to the Department of Health.

(iii) On or before May 15 of each year during the term of the Agreement, the Contractor shall forward to the Department annually, a complete list of its employees, agents and subcontractors providing Services, including names and areas of certification, in a format prescribed by the County, (see Appendix F Contract Deliverables).

(iv) The Contractor shall furnish to the Department, upon request, a verified payroll statement setting forth the names, positions and salaries paid, together with a verified statement of all expenses and other information, as called for in accordance with the current New York State Education Department's Reimbursable Cost Manual for Programs Receiving Funding under Article 81 and Article 89 of Education Law to Educate Children with Handicapping Conditions and a copy of any cost reports and financial statements submitted to the Commissioner, not later than 90 days (180 days in the case of a BOCES) after the end of the school year to which this Agreement relates.

(v) The Contractor shall transmit a copy of a Child's evaluation(s) to the Department's designee in time to be received not less than three business days prior to any CPSE meeting scheduled for that Child, upon the Department's request.

(vi) The Contractor shall keep an accurate record of the attendance and absence of each Child for whom Services are being provided under this Agreement, as specified by the Department.

(vii) The Contractor shall notify the Department and the Child's CPSE by facsimile

transmission within 24 hours when a service is not delivered for more than five consecutive Sessions and shall indicate the reason for said missed sessions, if known. The Contractor shall attempt to contact the Child's Parent(s) to ascertain the reason for the child's absences.

(viii) The Contractor shall furnish Services to the Child in conformity with the IEP. The Contractor may not modify, revise, initiate or terminate the provision, duration or frequency of any of the Services recommended by an approved student's IEP, for any reason, unless such modification, revision, initiation or termination is first recommended by the appropriate CPSE, as the result of a requested or annual review meeting, and approved by the Board. The Contractor shall transmit the revised IEP with the next claim submitted for the Child.

(ix) The Contractor shall not issue or publish any book, article, report or other publication related to the Services provided pursuant to this Agreement without first obtaining written prior approval from the County. The Department shall have the right of prior approval of press releases and any other information provided to the media, in any form, concerning the Services provided pursuant to this Agreement.

(x) The Contractor agrees that all Services performed under this Agreement are secular in nature, that no funds received pursuant to this Agreement will be used for sectarian purposes or to further the advancement of any religion, and that no Services performed under the Program will discriminate on the basis of religious belief. Furthermore, the Contractor agrees that all Program Services are and will be available to all eligible individuals regardless of religious belief or affiliation.

(xi) The Contractor shall not solicit contributions from families to whom they are authorized to provide Services to.

(xii) Progress Reports on Individual Children. The Contractor shall complete a progress report for each Child receiving Services and shall submit a copy to the Child's Coordinator of Services as designated on the IEP, the district CPSE, and the Parent as per the schedule indicated on the Child's IEP. In addition, the Contractor shall also submit copies of progress reports to the Department, as may be requested from time to time, in such format acceptable by the Department. The Contractor shall also maintain and distribute such other forms, records and reports, as the Department requires. Using objective data, the progress report must assess the Child's current level of functioning and progress towards goals listed the Child's IEP. Progress Reports must be accurately completed and signed in the appropriate places. When children are determined to be age appropriate the Contractor shall send notification to the CPSE.

(xiii) Medicaid Assistance Program. The Contractor represents and warrants that it has fully and accurately complied with Appendix BB, attached hereto and incorporated herein by reference, entitled "Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review." The Contractor shall cooperate with the Department in ascertaining whether a Child is eligible for or enrolled in the Medical Assistance Program. The Contractor shall forward to the Department monthly, at the same time as its claims, all documentation and information necessary to support the County's billing of the Medical Assistance Program, in such format as prescribed by the Department. The Contractor shall collect service encounter data and provide to the County annually, by September 1 after the close of each NYSED session ending June 30. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.

(xiv) State Medicaid Reassignment. (1) The Contractor represents and warrants that it has fully and accurately completed Appendix B, attached hereto and incorporated herein by reference, entitled "Contractor Agreement" and "Statement of Reassignment". The failure to comply with any of the

provisions of this section or the failure to enter into or perform in accordance with such "Contractor Agreement" and "Statement of Reassignment" shall be deemed a failure to perform in accordance with this Agreement, for which the County may withhold payment, terminate this Agreement or exercise such other remedies as may be appropriate in the circumstances.

(2) The parties agree that in the event that the New York State Department of Health issues a new version of the "Contractor Agreement between the New York State Department of Health and Service Contractors in the New York State Preschool Program" such new version will be substituted for Appendix B.

5. Payment. (a) Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services under this Agreement (the "Maximum Amount") shall not exceed the funds available to the County from the State and/or federal governments and funds appropriated or otherwise lawfully available for this Agreement. The County agrees to pay the provider at the rate(s) which shall not exceed the maximum rate(s) established or approved for the Services by the Commissioner of the New York State Department of Education or the County as follows:

(i) If the Contractor is performing SEIT Services (as defined and described above and in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those SEIT Services rendered between September 1, 2015 through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for such SEIT Services by the Commissioner of NYSED.

(ii) If the Contractor is performing Evaluation Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Evaluation Services rendered between September 1, 2015 through August 31, 2020 and shall be paid at the rate which shall not exceed the maximum rate established for such Evaluation Services by the Commissioner of NYSED.

(iii) If the Contractor is performing Center Based Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Center Based Services rendered between September 1, 2015 through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for such Center Based Services by the Commissioner of NYSED.

(iv) If the Contractor is performing Related Services (as such term is defined and described in Exhibit A to this Agreement) pursuant to this Agreement, Contractor shall be paid only for those Related Services rendered between September 1, 2015 through August 31, 2020, and shall be paid at the rate which shall not to exceed the maximum rate established for Related Services by the Commissioner of the County Department of Health.

(b) Vouchers; Voucher Review, Approval and Audit. (i) Payments shall be made to the Contractor on a reimbursement basis and shall be contingent upon (1) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County to include electronic entry and submission, when available, 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 (2) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(ii) In no event shall final payment be made to the Contractor prior to completion of all professional services, the submission of required documents, and the approval of same by the County. Upon the delivery of contract services and upon submission of properly executed Voucher forms and

supporting documentation as required by the County, the County will pay the Contractor at the rates approved by SED and certified by the State Division of Budget. All claims for payment shall be documented to the satisfaction of the County and in accordance with the terms and conditions of this Agreement. Contractor shall only be reimbursed for those Services provided in accordance with the terms and conditions of this Agreement, which terms and conditions shall not be modified except in accordance with Paragraph 12 ("Assignment; Amendment; Waiver; Subcontracting") of this Agreement.

(iii) In the event of notification by the Commissioner of an official rate change, the Contractor shall submit a voucher to the County for any additional payment due to a rate increase or shall notify the County of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than 30 days after such official notification by the Commissioner. The County shall reimburse the Contractor based upon the rate transmitted in writing by the Commissioner and reserves the right to adjust payments based upon the amount given on the Commissioner Form (System to Track and Account for Children - Notice of Commissioner's approval of service) No. STAC-3, or STAC-5A, or the State Education Department issued Automated Voucher Listing (AVL).

(c) Refund by the Contractor and/or Disputed Claims and Payments.

(i) Overpayment of Claims. If a review of claims and payments to the Contractor by the County reveals that the amount received by the Contractor for Services during that year exceeds the amount due for provision of Services, the County shall notify the Contractor of the exact amount due to the County for overpayments during the term hereof. Immediately, or for good cause shown to the County, no later than 30 days after the notification date, the Contractor shall refund to the County by check made payable to the order of the County of Nassau, the amount due for such overpayment. If the Contractor fails to refund amounts due the County under this or any other Agreement, the County may, at its sole discretion, withhold payments due the Contractor for Services provided pursuant to this Agreement until such time that the Contractor has made all payments due the County under this or any other Agreement; or deduct from payments due the Contractor for Services under this Agreement or any renewal thereof, either in installments or in one lump sum, the amount due the County under this or any other Agreement. The Contractor's obligations under this section shall continue beyond and shall survive the expiration or termination of this Agreement.

(ii) Denial of Reimbursement. (1) In the event the State denies the County's request for reimbursement in whole due to the fault of the Contractor in providing unauthorized services, and/or failure to provide required information for the County to be able to obtain reimbursement from the State, the Contractor shall reimburse the County for all payments made to the Contractor for which the State is denying reimbursement, including the County's contribution mandated by Section 4410 of the Education Law, together with interest thereon. In the case of partial denial of the County's request for reimbursement from the State due to the fault of the Contractor, the Contractor shall reimburse the County the difference between the amount of the claim and the amount reimbursed by the State, plus the percentage of the claim that the State failed to reimburse the County as applied to the County's contribution mandated by Section 4410 of the Education Law, plus interest thereon.

(2) Upon request for repayment by the County pursuant to above, the payment is due immediately, or for good cause shown to the County, no later than 30 days after the notification date, either by check in the amount due made payable to the order of the County of Nassau. If the Contractor fails to refund the amount due the County under this or any other Agreement, the County may, at the its sole discretion, in addition to any other remedies it may have at law or in equity, (a) withhold payments due the Contractor for services provided pursuant to this Agreement until such time that the Contractor has made all payments due the County under this or any other Agreement, or (b) deduct from payments due the Contractor for services under this Agreement or any renewal thereof, either in installments or in

one lump sum, the amount due the County under this or any other Agreement. The Contractor's obligations under this Section shall continue beyond and shall survive the expiration or termination of this Agreement.

(iii) Medicaid Claims. If the failure of the Contractor to cooperate in the processing of claims for payment by Medicaid or any other third party payor results in the disallowance of such claims, based on such failure, the County may deduct and withhold such amount that has not been reimbursed from any monies due the Contractor. The Contractor agrees to pay to the County the amount of the balance due the County that has not been reimbursed by Medicaid or any other third party payor. The County may, if appropriate, seek reimbursement from the Contractor for any expenses to the County arising from the aforesaid failure to provide such documentation and/or eligibility substantiation or the submission of fraudulent documentation.

(d) Timing of Payment Claims. The Contractor shall submit a claim to the County at the SED certified rate which was in effect at the time the claimed service was rendered no later than three months from the end of the month when the service was completed. However, when the SED rate letter is dated later than the actual term of service, the claim shall be submitted no later than three months from the end of the month on the SED rate letter. The County shall not honor claims for reimbursement at SED certified rates if not submitted in accordance with the above listed schedule. In addition, no claim may be submitted to the County after such date as the Commissioner closes its accounting of the school year in which the claimed service is provided.

(e) 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.

(f) 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.

(g) Additional Payment Provisions

(i) All reimbursement for Services under this Contract shall be between the County and Contractor in accordance with the provisions of this Agreement. The Contractor shall be responsible for the delivery of appropriate Services (as specified in each Child's IEP), including the training and/or retraining of staff employed by the Contractor.

(ii) The County shall pay the Contractor only those rates which are set by the Commissioner, or the County as applicable, and only for such period as the Contractor has the Commissioner's or the County's approval. Any rate set by the Commissioner must be transmitted to the County in writing prior to payment under this Agreement. The Contractor will send to the County the letter of rate determination from SED within ten business days of its receipt. In the event that the Contractor appeals a rate determination by the Commissioner, the Contractor will submit to the County the letters and documentation in support of any appeal of the rate determination within ten business days of submission to the New York State Education Department.

(iii) Where the Services under this Agreement include Center Based Services, if the enrollment for a Child is for periods of less than the full July/August session or September/June session,

the payment shall be prorated by the Commissioner pursuant to Part 200 of the Regulations of the Commissioner.

(iv) Reimbursement for Cost of Translating Evaluations. Upon written documented parental request, the Contractor's cost for translating a summary report of the evaluation into the dominant language or other mode of communication of the Parent and/or to translate the documentation of the evaluation shall be as reported to the school district or approved by the Commissioner. The County reserves the right to withhold reimbursement until the State Education Department issues a rate for translating the summary report. Reimbursement is not applicable when a bilingual evaluation is authorized.

(v) When formal or informal assessment measures are used to document a Child's functioning, this assessment is not eligible for reimbursement.

(vi) The Contractor shall not be entitled to receive compensation for any portion of the term of this Agreement during which it fails to maintain SED approval or any Licenses required by this Agreement or any law, rule or regulation in relation to this Agreement or the Services provided hereunder. The Contractor shall reimburse the County for any compensation received for such portion of the term in accordance with the terms and conditions hereof.

(vii) In the event that the Services under this Agreement require a Contractor to serve as a Coordinator of Services, reimbursement for such coordination services shall be limited to ten half-hour Sessions during the school year (September-June) and two half hour Sessions during the summer. No reimbursement shall be available when a Child is receiving coordination services between two or more Related Services and is also receiving SEIT Services during the same time period.

(viii) No Parent or any other person shall be required or requested by the Contractor to make any payment for tuition, evaluation, maintenance or transportation, in addition to the payments made by the County pursuant to this Agreement.

6. 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).

7. 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.

8. 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, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. 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. (i) The Contractor agrees, and shall cause its Agents and Subcontractors to agree, to hold in confidence and not to directly or indirectly reveal, report, publish, use, copy, disclose or transfer any client information (including, but not limited to, client names, addresses, social security numbers, and dates of birth, and medical or educational information of any kind), or utilize any of such information (hereinafter, "Client Information") for any purpose, except as may be necessary in the course of the Contractor's use of Client Information for the purposes of this Agreement. The Contractor agrees to exercise reasonable efforts to preserve the confidentiality of all Client Information. Contractor acknowledges that its nondisclosure obligations under this Agreement shall apply equally to all documents prepared by the Contractor in the course of performing this Agreement, including, without limitation, notes, data, reference materials, information, memoranda, reports, recommendations, analyses, documentation and records, that in any way incorporate or reflect any of the Confidential Information, whether such documents are in electronic or hard copy or are historical or current, except as otherwise provided in this Agreement. The Contractor further agrees that its employees, subcontractors and assignees shall be specifically instructed in regard to their obligation to keep such data and information in confidence and their liability upon breach of confidentiality to all the penalties prescribed by law.

(ii) Pursuant to the Contractor's confidentiality duties under this agreement, The Contractor shall, and shall cause Contractor Agents to, comply with the Family Educational Rights and Privacy Act of 1974, and the Health Insurance Portability and Accountability Act of 1996, and the rules and regulations promulgated thereunder. Pursuant to this requirement, the Contractor must execute and comply with the Business Associate Addendum attached to this Agreement as Exhibit B.

(iii) Contractors, Contractors with home offices, must have and implement appropriate procedures to ensure the confidentiality of personally identifiable information and to document access to children's Preschool case records in accordance with these requirements. At a minimum, the Contractor must:

(1) Have a designated individual responsible for ensuring the confidentiality of Confidential Information of a Childs Case Record(s) (in the case of self-employed preschool Contractors, that preschool Contractor is responsible for this function).

(2) Ensure that all Case Records containing Confidential Information are maintained in secure locations. Any Contractor who travels to a variety of locations to deliver Services must ensure the security and confidentiality of Case Records when off-site.

(3) Maintain a record of any individual who accesses Children's Case Records, the purpose for which the record was accessed and a copy of authorization for consent

(4) Assure that all employees and subcontractors, consultants, and volunteers are informed about and are required to adhere to the confidentiality policies and procedures, and any confidentiality requirements of this Agreement.

(5) Adhere to all legal requirements that protect case records containing sensitive information (such as sexual or physical abuse, HIV status, treatment for mental illness, the child's parentage, etc).

(iii) AIDS and HIV-Related Information. The Contractor agrees to develop and maintain specific procedures ensuring the protection of health history information related to an individual who has been diagnosed as having AIDS or HIV infection or an HIV-related illness, including, but not limited to, laboratory tests performed on an individual for HIV-related illness. The Contractor agrees to ensure that staff, to whom confidential HIV-related information is disclosed as a necessity for providing services and in accordance with Part 403 of New York State Social Service Law and Section 2782 of Public Health Law, is fully informed of the penalties and fines for re-disclosure in violation of State law and regulations. The Contractor fully agrees that any disclosure of confidential HIV-related information shall be accompanied by a written statement as follows:

> "This information has been disclosed to you from confidential records, which are protected by State law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is NOT sufficient authorization for further disclosure."

9. 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.

(c) The Contractor, to the extent permitted by Law and at the County's direction, shall cooperate in all reasonable respects with the County in educating and assisting clients in obtaining health and human services.

10. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department 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 Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

11. 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 part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

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

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to September 1, 2015, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than 30 days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain 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.

12. 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.

13. Medicaid Compliance Program. Pursuant to Title 18 of the Codes, Rules and Regulations of the State of New York, the Contractor must comply with Part 521 "Provider Compliance Programs." Every Contractor claiming, ordering or receiving or that should be reasonably expected to claim, order or receive at least $500,000 in any consecutive 12 month period from the Medical Assistance Program, shall adopt and implement an effective compliance program. The compliance program may be a component of more comprehensive activities by the required provider so long as the requirements of the Part are met. The plan must include whistleblower protections. New York State Social Services Law (SSL) § 363-d and 18 NYCRR Part 521 require Medicaid providers to certify annually they have an effective compliance program in place.

14. Federal Deficit Reduction Act of 2005. All Contractors receiving $5 million in Medicaid funds during the federal fiscal year (October through September, shall establish written policies and procedures informing their employees, contractors and agents regarding federal and state false claim acts and whistleblower protections. Medicaid providers must certify annually that they are compliant with the federal DRA.

15. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon 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 90 days prior to the termination date, 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 Department (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.

16. Accounting Procedures; Records. (a) The Contractor shall maintain and retain, for a period of six 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.

(b) The County and its authorized representatives shall have the right to conduct an audit consistent with applicable law and regulation which may include but not be limited to activities such as visiting the Contractor site, inspecting its sites, facilities and records, and observing its programs, functions and services, at any time, upon five days prior notice. It is understood that such visits may take place whether or not the Director of the Contractor site is present and available. If the County or the Contractor requests an exit conference, the Director of the Contractor site or his/her designee shall be given an opportunity to attend, at a time mutually agreed upon. It is agreed that if an audit is undertaken by the Commissioner, School District and/or the County, said audit shall be conducted by appropriately qualified personnel designated by the appropriate party. The Contractor shall have the right to respond in writing to any written audit report and/or programmatic evaluation issued by the Commissioner, School District and/or County within 30 days from the date of certified mailing of a copy to the Contractor. If such audit report is generated, it shall not be circulated to any persons not involved in the visit (except in emergency situations or on a need to know basis) without the Contractor first being given the aforesaid opportunity to respond in writing, and if such a report is then circulated, it shall have affixed to it the response submitted by the Contractor.

17. 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 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 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 Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

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

18. 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.

19. 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.

20. 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 business days after it is mailed or one business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (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.

21. 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) The following exhibits and appendices are attached hereto and are made a part of this Agreement:

| | |
|---|---|
| Exhibit A | Scope of Services |
| Exhibit B | Business Associate Addendum |
| Appendix A | Health and Safety Checklist |
| Appendix B | Medicaid Reassignment Form |
| Appendix BB | Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review |
| Appendix C | Treatment Log |
| Appendix D | List of Programs and/or Evaluator Services Approved by the New York State Education Department and Site Information |
| Appendix E | Amendment of Services Request Form |
| Appendix F | Contract Deliverables |
| Appendix G | NPI Number Registration Reporting of New Hires Excel spreadsheet |

Appendix EE Equal Employment Opportunities for Minorities and Women

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.

22. 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.

23. 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.

24. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of One Hundred Sixty Dollars and No Cents ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

25. 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.

[Remainder of this Page Intentionally Left Bank]

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

**HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.**

By: Vanetta LaRosa
Name: Vanetta LaRosa
Title: Executive Director
Date: 8/2/16

NASSAU COUNTY

By: _____
Name: Rob R. Walker
Title: Chief Deputy County Executive
Date: _____

# PLEASE EXECUTE IN BLUE INK

**Contractor Notary Section:**

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

On the 2nd day of August in the year 2016 before me personally came Vanetta Caroza 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 Exec. Director of **HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.** the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DONNA PALLADINO- PESCE
Notary Public State of New York
No. 24-4835897
Qualified in Suffolk County
My Commission Expires September 30, 2017

**Nassau County Notary Section:**

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

On the ~~2nd~~ day of ~~August~~ in the year 201~~6~~ before me personally came ~~Vanetta Caroza~~ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Exhibit A

## Special Education Itinerant Teacher (SEIT) Services

The Contractor shall perform SEIT Services; as such term is defined in this Agreement, for each Child referred to the Contractor as required by an IEP prepared for such Child, all in accordance with New York Education Law Section 4410 and the regulations promulgated by the Commissioner of NYSED.

## Related Services

The Contractor shall provide such developmental, corrective and other supportive services as are required to assist any Child with a disability who is assigned to the Contractor (hereinafter "Related Services"). Related Services include speech-language pathology, audiology services, psychological counseling services, physical therapy, occupational therapy, orientation and mobility services, parent counseling and training, school health services/nursing, school social work, assistive technology services and services by a teacher assistant, teacher aide, one-to-one aide, teacher of the hearing impaired and teacher of the visually impaired. The Contractor shall be responsible for those Related Services contained in the Contractor's Provider Profile Form as attached to this Exhibit.

All Related Services shall be conducted in accordance with New York Education Law Section 4410, the regulations promulgated by the Commissioner of NYSED and codified at Title 8 of the New York Codes, Rules, and Regulations, and the Child's IEP.

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Exhibit B

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of _____ ____, and amends and is made part of an agreement dated as of _____ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

**WITNESSETH:**

**WHEREAS**, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

**WHEREAS**, the Contractor requires access to such PHI and EPHI to effectively perform the Services;

**WHEREAS**, the County is required by the Privacy and Security Rules promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI and EPHI; and

**WHEREAS**, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which PHI and EPHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

## 1. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

1.1 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

1.3 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

1.5 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

1.6 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

1.9 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

1.12 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

## 2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

2.2 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

## 3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

3.1 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

3.2 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

## 4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

4.1 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

a) inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;

b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

4.2 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;

b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

## 5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

f) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Agreement. Such access shall be at the Contractor's place of business during routine operating hours.

## 6. COMPLIANCE WITH STANDARD TRANSACTIONS

6.1 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## 7. TERMS AND TERMINATION

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

7.4 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

a) Once all PHI in the Contractor 's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

## 8. INDEMNIFICATION

8.1 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor 's control.

8.2 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or

any subcontractor, agent, Individual, or organization under the Contractor 's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnitee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnitee's interests at the Contractor 's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

8.3 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

## 9. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

## 10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

10.2 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule or Security Rule, or any other applicable law related to the privacy or security of health information is materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of HIPAA.

10.3 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

10.5 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

10.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

## 11. HITECH ACT

11.1

a) Contractor will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b) Contractor will make a report to the County of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Contractor's discovery of the breach, and

c) Contractor will indemnify County for any reasonable expenses County incurs in notifying individuals of a breach caused by Contractor or its subcontractors or agents.

d) Contractor understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Contractor knows of a pattern of activity or practice that the County engages in which constitutes a material breach or violation of the County's obligation under a contract or other business arrangement, unless the Contractor takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Contractor must terminate the contract or arrangement if feasible, and if not feasible, the Contractor must report the problem to the Secretary.

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**IN WITNESS WHEREOF**, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

**NASSAU COUNTY**

By:_____

Print Name:_____

Title: _____

Date:_____

**HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.**

By: Vanetta LaRosa

Print Name: Vanetta LaRosa

Title: Executive Director

Date: 8/2/16

**APPENDIX A**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

Recommended NYS Day Care Regulations Minimum Staff/Child Ratio Based on Group Size for Infants, Toddlers and Preschoolers

| Age of Children | Staff/Child Ratio* | Maximum ** |
|---|---|---|
| 6 wks to 18 months | 1:4 | 8 |
| 18 months to 36 months | 1:5 | 12 |
| 3 years | 1:7 | 18 |
| 4 years | 1:8 | 21 |
| 5 years | 1:9 | 24 |

* Staff/Child ratio refers to the maximum number of children per staff person
** Group size refers to the number of children cared for together as a unit

## General Indoor Areas

| Yes | No | |
|---|---|---|
| | | Floors are smooth and have nonskid surfaces. Rugs are skid-proof |
| | | Doors to places that children can enter, such as bathrooms, can be easily opened from the outside by a child or by an adult. |
| | | Doors in children's areas have see-through panes so children are visible to anyone opening the door. |
| | | Doors have slow closing devices and/or rubber gaskets on the edges to prevent finger pinching. |
| | | Glass doors and full-length windows have decals on them that are at the eye levels of both children and adults |
| | | Windows cannot be opened more than 6 inches from the bottom or have window guards |
| | | All windows have closed, permanent screens |
| | | Bottom windows are lockable |
| | | Walls and ceilings have no peeling paint and no cracked or falling plaster |
| | | The child care setting is free of toxic or lead paint and of crumbly asbestos |
| | | Safety covers are on all electrical outlets |
| | | Electrical cords are out of children's reach. Electrical cords are placed away from doorways and traffic paths |
| | | Covers or guards for fans have openings small enough to keep children's fingers out |
| | | Free-standing space heaters are not used |
| | | Pipes, radiators, fireplaces, wood burning stoves, and other hot surfaces cannot be reached by children or are covered to prevent burns |
| | | Nobody smokes or has lighted cigarettes, matches, or lighters around children |
| | | Trash is covered at all times and is stored away from heaters or other heaters or other heat sources |
| | | Drawers are closed to prevent tripping or bumps. Drawer locks are present |
| | | Sharp furniture edges are cushioned with cotton and masking tape or with commercial corner guards |
| | | There is an operable flashlight or battery powered lantern on premises |
| | | Regular lighting is bright enough for good visibility in each room |
| | | All adults can easily view all areas used by children |
| | | Enough staff members are always present to exit with children safely and quickly in an emergency |
| | | Poisonous plants are not present either indoors or outdoors in the child care areas |
| | | All adult handbags are stored out of children's reach |
| | | All poisons and other dangerous items are stored in locked cabinets out of children's reach. This includes medicines, paints, cleansers, mothballs, etc. Material Safety Data Sheets (MSDS) are on site/ |
| | | Cleansers and other poisonous products are stored in their original containers, away from food, and out of children's reach |
| | | Cots are placed in such a way that walkways are clear for emergencies |
| | | Children are never left alone in infant seats on tables or other high surfaces |
| | | A well-stocked first aid kit is accessible to all caregivers |
| | | Non-porous gloves are readily available for caregivers in all areas where child care is provided |
| | | Heavy equipment or furniture that may tip over is anchored |

**APPENDIX A**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

## Toys and Equipment

| Yes | No | |
|---|---|---|
| | | Toys and play equipment have no sharp edges or points, small parts, pinch points, chipped paint, splinters, or loose nuts or bolts |
| | | All painted toys are free of lead |
| | | Toys are put away when not in use |
| | | Toys that are mouthed are washed after each use |
| | | Toys are too large to fit completely into a child's mouth and have no small, detachable parts to cause choking. No coins, safety pins, or marbles for children under 4 years of age |
| | | Toy chests have air holes and a lid support or have no lid. A lid that slams shut can cause pinching, head injuries or suffocation |
| | | Shooting or projectile toys are not present |
| | | Commercial art materials are stored in their original containers out of children's reach. |
| | | Rugs, curtains, pillows, blankets, and cloth toys are flame-resistant |
| | | Hinges and joints are covered to prevent small fingers from being pinched or caught |
| | | Cribs, playpens, and highchairs are away from drapery cords and electrical cords |
| | | Infant walkers are not used without supervision |
| | | Five gallon buckets are not accessible to infants and toddlers |

## Hallways and Stairs

| Yes | No | |
|---|---|---|
| | | Handrails are securely mounted at child height |
| | | Handrails are attached to walls for right-hand descent, but preferably are attached to the walls on both right and left sides |
| | | Stairway gates are locked in place when infants or toddlers are nearby. Gates should have openings small enough to prevent a child's head from fitting through. No accordion-type gates are used |
| | | Doorways to unsupervised or unsafe areas are closed and locked unless the doors are used for emergency exits |
| | | Emergency exit doors have easy-open latches |
| | | Safety glass is used in all areas of potential impact |
| | | Caregivers can easily monitor all entrances and exits to keep out strangers |
| | | Stairways and hallways are clear of objects that can cause a fall |

## Serving of Snacks/Meals

| Yes | No | |
|---|---|---|
| | | Infants and toddlers are not permitted to eat small objects and foods that may easily cause choking, such as hot dogs, hard candy, seeds, nuts, popcorn, and uncut round foods such as whole grapes and olives |
| | | Caregivers always wash hands before handling food and wear gloves when serving food |
| | | Caregivers always wash children's hands before mealtimes |
| | | Trash is always stored away from food preparation and storage areas |
| | | Cleansers and other poisonous products are stored in their original containers, away from food, and out of children's reach |
| | | Food preparation surfaces are clean and are free of cracks and chips |
| | | Eating utensils and dishes are clean, free of cracks, chips and lead |
| | | Appliances and sharp or hazardous cooking utensils are stored out of children's reach |
| | | Trash is stored away from the furnace, and hot water heater |
| | | Hot foods and liquids are kept out of children's reach |
| | | Stable step stools are used to reach high places |

**APPENDIX A**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

**Bathrooms**

| Yes | No | |
|---|---|---|
| | | Toilet facilities are age appropriate, clean and are supplied with toilet paper, soap, disposable towels, and tissues accessible to children |
| | | Stable step stools are available where needed |
| | | Electrical outlets have safety covers or are modified to prevent shock |
| | | Electrical equipment is stored away from water and not accessible to children |
| | | Cleaning products and disinfectants are locked in a cabinet out of children's reach |
| | | If potty chairs are used, they are easy to clean with a bleach solution in a utility sink used only for that purpose, if possible |
| | | Potty chairs are not used in the food preparation or dining areas, and potty chairs cannot be reached by children when they are not in use |
| | | Caregivers and children always wash hands after toileting and diaper changing |
| | | The changing of diapers or soiled underwear is done in a special, separate area away from food and play |
| | | The diapering and changing table has rails to keep the child from rolling off |
| | | Trash cans for diapers, tissues, and other materials that come in contact with body fluids can be opened with a step pedal and are lined with a plastic bag, emptied daily, and kept clean |
| | | Paper towels and liquid soap are readily available at the sink |
| | | Diaper changing area are washed and disinfected with a germicidal solution after each use |
| | | Children are never left alone on a changing table, bed, or any other elevated surface |
| | | Children are never left unsupervised in or near water |

**Active Play Areas Including Playgrounds**

| Yes | No | |
|---|---|---|
| | | Surfaces underneath indoor and outdoor play equipment are covered with impact absorbing materials in accordance with the U.S. Consumer Product Safety Commission standards. |
| | | Playground area is fenced in |
| | | The active play area offers a wide range of parallel and interactive activities and are developmentally appropriate |
| | | Water for drinking and first aid is available near the play area |
| | | A well-stocked first aid kit is accessible to all caregivers during outdoor play |

**Surfacing**

| Yes | No | |
|---|---|---|
| | | The following surfacing materials are not in use underneath indoor and outdoor play equipment that children can climb: asphalt, concrete, soil or hard-packed dirt, grass, turf, linoleum, or carpeting |
| | | There are no toys or objects (including surfacing material) with a diameter less than 1 ¼ inch accessible to children who are still placing objects in their mouths |

**Protrusion & Entanglement**

| Yes | No | |
|---|---|---|
| | | All metal edges are rolled |
| | | Any exposed bolts do not protrude more than two threads beyond the face of the nut; exposed bolts have no burrs or sharp edges |

**Entrapment**

| Yes | No | |
|---|---|---|
| | | There are no openings in any pieces of active play equipment between 3 ½ and 9 inches that could cause head entrapment |
| | | All spaces are too big or too small to entrap a child's finger. |

**APPENDIX A**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

**Equipment Spacing**

| Yes | No | |
|---|---|---|
| | | There are at least 6 feet of open space on all sides of each piece of equipment |
| | | Play equipment pieces are spaced at least 12 feet apart from each other (each has its own 6 foot use space) |

**Trip Hazards**

| Yes | No | |
|---|---|---|
| | | All anchoring devices, such as footings and bars at the bottom of climbers, are below the playing surface |
| | | There are no exposed tree/plant roots |
| | | Changes in elevation are made obvious by the use of brightly colored visual or other barriers |

**Appropriate Activities & Equipment**

| Yes | No | |
|---|---|---|
| | | Age-specific play areas are separated by distance or physical barrier |

**Maintenance**

| Yes | No | |
|---|---|---|
| | | Daily checks include: broken glass and/or equipment, trash, displaced surfacing, puddles of water, etc. |
| | | All hardware fasteners, permanent coverings, or connecting devices are tight and cannot be removed without tools |
| | | All surfaces are intact |
| | | All structures are sturdy enough that they will not move or tip over when the weight of an adult is put against them |
| | | There is no peeling paint. (Lead in peeling paint on play equipment is a common hazard.) |
| | | All ropes are tight and strands cannot be pulled apart |

**Supervision**

| Yes | No | |
|---|---|---|
| | | All areas where children can play are in view of an adult at all times |
| | | Every child is accounted for at all times by a supervising adult. Some method of assuring that no child is hidden or missing from the group must be used |
| | | When children must leave the play area to use the toilet, to get first aid, or for any other reason, supervision of the child who leaves and the children who remain in the play area is secure and consistent with staff/child ratio requirements |
| | | Children are prevented from playing in a way that challenges them beyond their abilities or that puts others at risk of significant injury |

**Sand**

| Yes | No | |
|---|---|---|
| | | Sand digging areas are in the shade |
| | | Sand digging areas are contained by smooth frames |
| | | Sand is covered when not in use to prevent infectious disease and injury risk when animals and insects get into it |

**Pinch, Crush, & Shearing Points**

| Yes | No | |
|---|---|---|
| | | All spaces are too big or too small to entrap a child's finger |
| | | All wooden parts are smooth and without splinters |
| | | All corners are rounded, especially at exit ends and sides along a slide bed |
| | | Exposed ends of tubing have caps that cannot be removed without tools |

**APPENDIX A**
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

## Other Hazards

| Yes | No | |
|---|---|---|
| | | Play area is checked daily for litter, animals, animal feces or other hazards that may attract insects, hide hazards, and harbor infectious disease agents |
| | | There are no attractive climbing hazards (such as trees) that are accessible from an object placed underneath them |
| | | There are no toxic or thorny plants present |
| | | If classroom animals are kept, only an adult should clean cages, etc. Materials and sinks used for this purpose separate from feeding and changing areas. If children are handling animals, it should be under supervision and followed by hand washing afterwards. |

## Emergency Preparedness

| Yes | No | |
|---|---|---|
| | | A working telephone is readily available as well as an operable flashlight or battery powered lantern |
| | | Emergency plan is available, staff are aware of plan and procedures include the following:<br>• How to phone emergency medical services (EMS) system<br>• Transportation to an emergency facility<br>• Notification of parents<br>• Where to meet if the child care setting is evacuated<br>• Plans for an adult to care for the children while a caregiver stays with injured children. This includes escorting children to emergency medical care<br>Alternate location for care is known to staff and parents, and is stocked with essential supplies (formula, diapers, toys, first aid supplies) |
| | | Children's emergency phone numbers are posted near the phone and can be easily taken along in case of an emergency evacuation. Office has alternate emergency phone numbers in the event a parent cannot be reached. Alternate emergency phone numbers are updated on a routine basis |
| | | Emergency procedures and telephone numbers are clearly posted near each phone |
| | | Each room and hallway has a fire escape route clearly posted |
| | | One or more caregivers certified in infant and child first aid and where children swim or children with disabilities are in care, one or more caregivers certified in infant and child CPR are always present |
| | | Caregivers always take a first aid kit on trips |
| | | Smoke detectors and other alarms are tested monthly |
| | | All exits are clearly marked and free of clutter |
| | | Doors and gates all open out for easy exit |
| | | Information on children with allergies or other special needs is kept in each room and clearly posted in the event the regular caregiver is not there. |

**APPENDIX A**
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

**First Aid Kit Inventory**

| ITEM | DATE CHECKED (Restock after each use and inventory monthly) | | | | |
|---|---|---|---|---|---|
| Disposable, nonporous gloves (use to protect hands from contact with blood or body fluids) | | | | | |
| Sealed packages of antiseptic (use for cleaning) | | | | | |
| Scissors (use for cutting tape or dressings) | | | | | |
| Tweezers (use to remove splinters) | | | | | |
| Thermometer (use for taking temperature) | | | | | |
| Bandage tape (hold gauze pads or splint in place) | | | | | |
| Sterile gauze pads (cleaning injured area and covering cuts and scrapes) | | | | | |
| Flexible roller gauze (hold gauze pad, eye pad, or splint in place) | | | | | |
| Triangular bandage (supporting injured arm or hold a splint in place) | | | | | |
| Safety pins (pin triangular bandage) | | | | | |
| Eye dressings (cover both eyes if foreign body is present and cannot be removed) | | | | | |
| Pen/pencil and note pad (writing down information and instructions) | | | | | |
| Syrup of ipecac (to be used only with instruction from or poison control center – check expiration date) | | | | | |
| Cold pack (for bumps and bruises when away from ice) | | | | | |
| Current American Academy of Pediatrics or American Red Cross Infant/Child first aid resource or equivalent guide (instructions) | | | | | |
| Coins (for use in pay phone) | | | | | |
| Poison control telephone number | | | | | |
| Water (bottle or a water source for cleaning injured areas and hand washing) | | | | | |
| Small plastic metal splint (to immobilize an injured finger) | | | | | |
| Soap (washing hands or injured area) | | | | | |
| Bee/insect sting kit (if child with severe allergy is in care). Be sure to keep written instructions for use with the medication | | | | | |
| INITIALS OF PERSON WHO CHECKED | | | | | |

**KEEP OUT OF THE REACH OF CHILDREN**

Adapted from American Academy of Pediatrics, American Public Health Association. (1992) *Caring for Our Children, National Health and Safety Performance Standards: Guidelines for Out-of–Home Child Care Programs.* Washing, DC: AAP and APHA.

**APPENDIX A**
NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
HEALTH AND SAFETY CHECKLIST

# GET MEDICAL HELP IMMEDIATELY*

For some conditions, you need to get medical help immediately. If the caregiver can reach the parent, the parent must come right away. Parents should let the child's doctor know that the caregiver has the parent's permission to call for advice in an urgent situation. In situations that require immediate medical evaluation, if the parent or the child's doctor is not available, the caregiver should contact the facility's health consultant or emergency medical services (EMS)/911 system for help.

**Get help immediately for a child with any of the following conditions: (Please note that this is not a comprehensive list; when in doubt, call 911!)**

- Specific fevers:
  - A baby less than 4 months of age has a temperature of 101 degrees F. rectally or 100 degrees F. axillary (armpit)
  - A temperature of 105 degrees F. or higher in a child of any age
- For infants under 4 months, forceful vomiting more than once
- Looking or acting very ill or getting worse quickly
- Neck pain when the child's head is moved or touched
- A stiff neck or severe headache and looking very sick
- A seizure for the first time
- Acting unusually confused
- Unequal pupils (black centers of the eyes)
- A blood-red or purple rash made up of pinhead-sized spots or bruises that are not associated with injury
- A rash of hives or welts that appears and spreads quickly
- Breathing so fast or so hard that the child cannot play, talk, cry, or drink
- A severe stomachache that causes the child to double up and scream
- A stomachache without vomiting or diarrhea after a recent injury, blow to the abdomen, or hard fall
- Stools that are black or have blood mixed through them
- Not urinating at least once in 8 hours, a dry mouth, no tears or sunken eyes
- Continuous clear drainage from the nose after a hard blow to the head

**Note for programs that provide care for sick children:**
If any of the conditions listed above appear after the child's care has been planned, medical advice must be obtained before continuing child care can be provided. (List modified from the American Red Cross Child Care Course, 1990. For information about the course, telephone the local chapter of the American Red Cross or write to the American Red Cross, national Headquarters, Health and Safety, 8111 Gatehouse Road, Falls Church, VA 22042) Footnote: Recommendations are based on NYS Day Care Regulations and American Academy of Pediatrics Health and Safety Checklist 9/23/2015

**APPENDIX B**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
MEDICAID REASSIGNMENT FORM

PROVIDER AGREEMENT
BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH
AND
THE SERVICE PROVIDER UNDER CONTRACT WITH NASSAU COUNTY
WHICH IS ENROLLED IN THE NEW YORK STATE MEDICAID SCHOOL SUPPORTIVE HEALTH SERVICES PROGRAM (SSHSP)

Based upon a request by the school district to participate in the New York State Medicaid SSHSP Program under Title XIX of the Social Security Act,

**HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.**
(Organization/Contracted Provider's Name)

will hereinafter be called the (contracted) Provider, agrees as follows to:

A).

1. Keep any record necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medicaid Assistance.
2. On request, furnish the New York States Department of Health, or its designee and the Secretary of the United State Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A)(1), and any information regarding any Medicaid claims reassigned by the Provider.
3. Comply with Title the disclosure requirements specified in 42 CCR Part 455, Subpart B.

B). Comply with Title VI of the Civil Rights Act of 1964, Section504 of the Federal Rehabilitation Act of 1973, and all other State and Federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and/or marital status.

C). Abide by all applicable Federal and State laws and regulations, including the Social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes, Rules and Regulations of the State of New York.

(Contract) Providers Authorized signature: Vanessa [illegible]

Address: 160 East Main St., Hun

City: Huntington State: NY Zip: 11743

Telephone: 631-659-3337 Date Signed: 8/2/10

**APPENDIX B**

STATEMENT OF REASSIGNMENT TO NASSAU COUNTY

**HELPING HANDS CONSULTATION SERVICES, INC. DBA HELPING HANDS CHILDREN SERVICES, INC.**

Name of Contracted Provider

By this reassignment the above-named contracted provider of services agrees:

1. To reassign all Medicaid reimbursements to Nassau County that you contracted with for providing medical services billed under the School Supportive Health Services Program (SSSHSP).

2. To accept as payment in full the contracted reimbursement rates for the covered services.

3. To comply with all rules and policies as described in your contract with Nassau County.

4. To agree not to bill Medicaid directly for any services that Nassau County will bill under the SSHSP program.

**NOTE:** Nothing in this "Agreement of Reassignment" would prohibit a Medicaid practitioner from claiming reimbursement for Medicaid Eligible services rendered outside of the School Supportive Health Services Program (SSHSP).

8/2/16
(Date)

(Contracted Provider's Signature)

## APPENDIX BB

## MEDICAID LIST FOR RESTRICTED, TERMINATED OR EXCLUDED INDIVIDUALS OR ENTIITIES REVIEW

The Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

The Contractor further represents and warrants it will, at a minimum, check monthly all of it employees and subcontractors against:

- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), HHS-OIG-Fraud Prevention & Detection - Exclusion Program - Search
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system), NYS Office of the Medicaid Inspector General

Individuals and/or business entities who are identified as Restricted, Terminated or Excluded Individuals or Entities must be reported to the director of the Nassau County Department of Health Preschool Special Education Program in writing within three days of discovery and are prohibited and excluded from providing evaluations and/or services to preschool students and receive payments from Nassau County or provide office support/claiming for the evaluations and/or services. These identified individuals and/or business entities must be removed from the student's case immediately until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Contractors will be prohibited from submitting claims to Nassau County for any evaluations and/or services provided to preschool students whose evaluations and/or services would be paid with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services for the month in which they were identified as a Restricted, Terminated or Excluded Individuals or Entities and subsequent months until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Restricted, Terminated or Excluded Individuals or Entities who have been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG can notify the director of the Nassau County Preschool Special Education Program in writing of their status and request reinstatement to evaluate and/or provide services to preschool students whose evaluations and/or services paid for with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services. The independent provider, individual and/or entity will be notified in writing by Nassau County of the date on which the independent provider, individual and/or entity may begin to provide evaluations and/or services or provide office support/claiming 4410 evaluations and/or services under the terms of this contract.

**Should the Contractor bill in error resulting in a fine to the County, the Contractor shall assume responsibility for the cost of the fine and shall reimburse the County in full. Failure to do such may result in the termination of this Agreement.**

**Parent/Caregiver –**
**DO NOT SIGN BLANK LOG NOTES**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
Preschool Special Education Program

**APPENDIX C**

Page ___ of ___

**Print legibly/use black ink only**

# TREATMENT LOG - RELATED SERVICES

| Child's Name (Last, First) DOB: | | | Agency / Center-Based School or Independent Contractor | NPI # | School District |
|---|---|---|---|---|---|
| Location of Service as per IEP: (Use code) O=Office, H=Home, PS=Preschool, D=Daycare, CB = Center, X=Other specify _____ | | | Print Name of Individual Service Provider / License Number | | |
| Type of Service: | Dates of Service (IEP Dates) to | | Print Name of Individual Supervising Provider / Professional Credentials / License / NPI # | | |
| RX or Recommendation Date | ICD10 Code | ☐ Individual ☐ Group Size Per IEP_____ | Frequency & Duration as indicated on the IEP - *Individual* Sessions Per week: Minutes: | Frequency & Duration as indicated on the IEP – *Group* Sessions Per week: Minutes: | |
| Town of Service | NCDOH NPI # 1558403824 | ☐integrated setting | Frequency & Duration as indicated for this provider -*Individual* Sessions Per Week: Minutes: | Frequency & Duration as indicated for this provider--*Group* Sessions Per Week: Minutes: | |
| ** Only NON CB services require a verifying witness signature* | | | **NPI # (Actual Therapist):** | | |
| NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, Provider and UDO/USO Supervisor for TSHH, TSSLD, CFY, COTA, PTA, LPN or Supervisor of LMSW | | | SESSION CODES: P-Service MU – Make Up Session CA – Child Absent TA - Therapist Absent S - CPSE Meeting T - Testing | | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code # in Group _____ | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | *CPT Code(s):* |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness Date | | | | | Location Code: |
| Provider Signature Professional Credentials Date | | | | | Service Type |
| USO/UDO Supervisor Signature Professional Credentials Date | | | | PROGRESS (CHECK ONE): ☐ Progress ☐ Limited Progress ☐ No Progress | ☐ Individual ☐ Group Size Per IEP _____ |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code # in Group _____ | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | *CPT Code(s):* |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness Date | | | | | Location Code: |
| Provider Signature Professional Credentials Date | | | | | Service Type |
| USO/UDO Supervisor Signature Professional Credentials Date | | | | PROGRESS (CHECK ONE): ☐ Progress ☐ Limited Progress ☐ No Progress | ☐ Individual ☐ Group Size Per IEP _____ |

Child's Name (Last, First): _____ DOB: _____ Page ___ of ___

NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, Provider and UDO/USO Supervisor for TSHH, TSSLD, CFY, COTA, PTA, LPN or Supervisor of LMSW

SESSION CODES: P-Service MU – Make Up Session CA – Child Absent TA - Therapist Absent S - CPSE Meeting T - Testing

| Date of Session | Start Time AM PM | End Time AM PM | Session Code # in Group ____ | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | CPT Code(s): |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness Date | | | | | Location Code: |
| | | | | | Service Type |
| Provider Signature Professional Credentials Date | | | | | ☐ Individual ☐ Group Size Per IEP ____ |
| USO/UDO Supervisor Signature Professional Credentials Date | | | | PROGRESS (CHECK ONE): ☐ Progress ☐ Limited Progress ☐ No Progress | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code # in Group ____ | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | CPT Code(s): |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness Date | | | | | Location Code: |
| | | | | | Service Type |
| Provider Signature Professional Credentials Date | | | | | ☐ Individual ☐ Group Size Per IEP ____ |
| USO/UDO Supervisor Signature Professional Credentials Date | | | | PROGRESS (CHECK ONE): ☐ Progress ☐ Limited Progress ☐ No Progress | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code # in Group ____ | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | CPT Code(s): |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness Date | | | | | Location Code: |
| | | | | | Service Type |
| Provider Signature Professional Credentials Date | | | | | ☐ Individual ☐ Group Size Per IEP ____ |
| USO/UDO Supervisor Signature Professional Credentials Date | | | | PROGRESS (CHECK ONE): ☐ Progress ☐ Limited Progress ☐ No Progress | |

Contact and Comments Codes: TC – Telephone Conf CN – Communication Notebook CO – Coordination R – Wkly Recommendations/Interventions for Classroom Teacher/Caregiver O – Other

| Date | Codes | Notes |
|---|---|---|
| | | |
| | | |
| | | |

I certify all information entered on this Treatment Log is correct (Provider Sig.) _____ Date____/____/____

Treatment Log Reviewed by _____ Date____/____/____

Print Reviewer's Name: _____

PS 1100 RS Treatment Log revised 3-13-15

**Parent/Caregiver –**
**DO NOT SIGN BLANK LOG NOTES**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
Preschool Special Education Program



**Print legibly/use black ink only**
***ONE THERAPIST PER LOG***

# TREATMENT LOG - SEIT

| Student's Name (Last, First) | DOB: | Agency/Center-Based School/Independent Contractor | School District |
|---|---|---|---|
| Location (Office/Child Care Center/Home/etc) as indicated on IEP | Town of Service | Print Name of Individual Service Provider/ Professional Credentials/ Certificate # | |
| | Type of Service **SEIT** | Frequency & Duration as indicated on the IEP - *Individual*<br>Sessions Per Week: Minutes: | Frequency & Duration as indicated on the IEP – *Group*<br>Sessions Per Week: Minutes: |
| Dates of Service (IEP Dates)<br>to | ☐ Individual<br>☐ Group | Frequency & Duration as indicated of this provider-*Individual*<br>Sessions Per Week: Minutes: | Frequency & Duration as indicated of this provider - *Group*<br>Sessions Per Week: Minutes: |

**Location of SEIT services must match location indicated in the student's IEP.**

NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, and the SEIT Provider

SESSION CODES: P-Service MU – Make Up Session CA – Child Absent
TA- Teacher/Therapist Absent S-CPSE Meeting T– Testing

| Date of Session | Start Time AM PM | End Time AM PM | Session Code | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | Location of Service: |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness | | | Date | | |
| Provider Signature | | | Date | | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | Location of Service: |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness | | | Date | | |
| Provider Signature | | | Date | | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | Location of Service: |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness | | | Date | | |
| Provider Signature | | | Date | | |

Student's Name (Last, First): _____ Page ___ of ___

NOTE: All sessions must be signed off by Parent or Authorized Verifying Witness, and the SEIT Provider

SESSION CODES: P-Service MU – Make Up Session CA – Child Absent
TA- Teacher/Therapist Absent S-CPSE Meeting T-- Testing

| Date of Session | Start Time AM PM | End Time AM PM | Session Code | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | Location of Service: |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness | | | Date | | |
| Provider Signature | | | Date | | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | Location of Service |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness | | | Date | | |
| Provider Signature | | | Date | | |

| Date of Session | Start Time AM PM | End Time AM PM | Session Code | Session Notes: Activity related to IEP Goals (Including objectives and measures of success) and response(s) of child | Location of Service |
|---|---|---|---|---|---|
| * Signature of Parent or Verifying Witness | | | Date | | |
| Provider Signature | | | Date | | |

Contact and Comments Codes: TC – Telephone Conference CN – Communication Notebook CO -- Coordination R – Weekly Recommendations/Interventions for Classroom Teacher/Caregiver

| Date | Codes | Notes |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

I certify all information entered on this Treatment Log is correct (Provider Sig.) _____ Date_____/_____/_____

Treatment Log Reviewed by _____ Date_____/_____/_____

Print Reviewer's Name: _____

PS 1100 **SEIT** Treatment Log March 2015

APPENDIX D

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
LIST OF PROGRAMS AND/OR EVALUATOR SERVICES APPROVED BY THE NEW YORK STATE EDUCATION DEPARTMENT AND SITE INFORMATION

**List of Programs and/or Evaluator Services Approved by the New York State Education Department and Site Information**

**1. Approved Programs:** Providers must complete the information below for all programs for which they have been approved by the New York State Education Department.

| **Program Description** (Include name or program, student ratio, hours per day, more than and disabilities for which approved) | **Program Location(s)** (If program is delivered at one location, list all sites) |
|---|---|
| Helping Hands Consultation Services, Inc. | |
| Program: Special Education Itinerant Services (SEIS) | |
| Program Code: 9135 | |
| | |
| | |
| | |
| | |

**2. Approved Evaluator:** Evaluators must complete the information below.

| **Type of Evaluator** | **Evaluation Location(s)** |
|---|---|
| Check one of the below as applicable: | (If evaluations are conducted at more than one location, list all sites) |

[ ] Approved for both program and evaluation services

[ ] Approved for evaluation services only.

**Please use additional sheets as necessary.**

**APPENDIX E**

NASSAU COUNTY DEPARTMENT OF HEALTH
OFFICE OF CHILDREN WITH SPECIAL NEEDS
AMENDMENT OF SERVICES REQUEST FORM
(Complete one page for each site)

Contractor: Helping Hands Consultation Services d/b/a Helping Hands Children Services

Name: Vanetta LaRosa Title: Executive Director

Federal Tax I.D./Social Security # 20-2200225

Agreement Period: Sept 1, 2015 to Aug. 31, 2020

Contract Number: _____

Date Executed/Amended: _____

**1A) New Program types requesting modification approval (amendment to contract required):**

Added: ☐ Evaluation Program ☐ SEIT Program ☐ Center Based Program ☐ Related Services

**1B) Existing Program types requesting modification approval:**

Terminated: ☐ Evaluation Program ☐ SEIT Program ☐ Center Based Program ☐ Related Services

Site Added: ☐ Evaluation Program ☐ SEIT Program ☐ Center Based Program ☐ Related Services

Site Deleted: ☐ Evaluation Program ☐ SEIT Program ☐ Center Based Program ☐ Related Services

**2) Site Information:**

Add/Delete: ☐ Evaluation Program ☐ SEIT Program ☐ Center Based Program ☐ Related Services

Site Name: _____

Site Street Address: _____

Site City and Zip Code: _____

**3) Supporting documentation attached:**

☐ Amendment Request Letter and if applicable,
- ☐ State Approval Letter for Center Based Programs, SEIT Programs, and/or Evaluator Services Approved by the New York State Education Department and Site Information
- ☐ Support documentation for addition of Home Office site

**Note: Program termination letters must include information with regards to maintenance of records as stated in the original contract. If applicable, provider must contact NYSED.**

For Department of Health Use Only

Approved By_____ Date: _____
Linda D. Rennie, Director

**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, gender, 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 of receipt of the arbitrator's award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

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

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Dr. Vanette LaRosa (Name)

   160 E. Main St., Huntington, NY 11743 (Address)

   631-659-3337 (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.

10/6/16
Dated

Signature of Chief Executive Officer

Dr. Vanessa Gunther
Name of Chief Executive Officer

Sworn to before me this

6th day of October, 20 16

Notary Public

TERI L. GEORGE
Notary Public, State of New York
No. 52-4319110, Suffolk County
Commission Expires July 31, 20 18

Appendix F

**Contract Deliverables Excel File**

See attached file.

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# INSURANCE REQUIREMENTS

The following three insurance requirements must be satisfied prior to the County executing the attached contract. Please provide this information to your insurance agent.

1) **Commercial General Liability Insurance,** which policy 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.

   Certificate of Insurance must include the following in regard to General Liability:

   - Description: The County of Nassau is named as an Additional Insured.
   - Certificate Holder: County of Nassau, 60 Charles Lindbergh Blvd., Uniondale, NY 11553

2) **Professional Liability Insurance**, which policy shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage.

3) **Workers' Compensation Insurance**, compensation insurance for the benefit of the Contractor's employees, which insurance is in compliance with the New York State Workers' Compensation Law. In the event that the Contractor does not have any employees, a signed letter attesting to this must be provided to the County.

Failure to maintain current certificates of insurance on file with the County could result in the contract being terminated or delays in payment. Updated certificates should be mailed to the Department of Health, 60 Charles Lindbergh Boulevard, Suite #110, Uniondale, NY 11553 or faxed to (516) 227-7079.

COUNTY OF NASSAU

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

1. Name of the Entity: Helping Hands Consultation Services, Inc. D/B/A Helping Hands Children Services

Address: 110 East Main St.

City, State and Zip Code: Huntington, NY 11743

2. Entity's Vendor Identification Number: 20-2280225

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp "S" 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):

Vanetta LaRosa - Executive Director

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.

Vanetta LaRosa - Executive Director

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

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

N/A

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

N/A

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: 8/2/16

Signed: Vanetta Lapesa

Print Name: Vineta Lapesa

Title: Executive Director

**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.

THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

OFFICE OF SPECIAL EDUCATION
ASSISTANT COMMISSIONER
89 Washington Avenue, Room 301M EB • Albany, NY 12234
www.p12.nysed.gov/specialed/

Telephone (518) 402-3353
Fax: (518) 402-3534

November 17, 2015

Vanetta LaRosa, Ph.D.
Executive Director
Helping Hands Consultation Services, Inc.
160 East Main Street
Huntington, NY 11743

Dear Dr. LaRosa:

The New York State Education Department (NYSED) has completed its preschool reapproval review of Helping Hands Consultation Services, Inc. The review was conducted pursuant to section 200.20(c) of the Regulations of the Commissioner of Education to determine whether the program provides quality services in a necessary and cost-efficient manner and in the least restrictive environment for preschool students with disabilities; to ensure that the program has a clearly defined governance structure, a strong system of internal controls and operates in a fiscally responsible manner; to ensure that the owner(s), chief executive officer(s) and/or chief administrator(s) possess the character, experience and educational background to oversee a preschool special education program.

Based upon this review, NYSED found that Helping Hands Consultation Services, Inc. has met the compliance and efficiency standards requirements of section 200.20(c) and that it has demonstrated a reasonably calculated set of internal controls. However, this determination was based on a limited sample of students as Helping Hands Consultation Services, Inc. has been operating with a significantly reduced enrollment (four students for the 2013-14 school year) in its Special Education Itinerant Services (SEIS) program. Section 200.7(c)(3) of the Regulations of the Commissioner of Education requires that an educational program approved for reimbursement provides instruction to a minimum of 16 students.

Therefore, NYSED is providing a one-year **conditional** reapproval of Helping Hands Consultation Services, Inc. to operate its SEIS program as identified on the enclosed chart. Please inform your Special Education Quality Assurance (SEQA) Regional Associate, Julia Nagle, of the date by which you can ensure that the SEIS program is operating consistent with the Regulations of the Commissioner of Education. Full approval will be granted based upon NYSED's verification that Helping Hands Consultation Services, Inc. is serving a minimum of 16 students in its SEIS program.

As a result of this reapproval, your agency must abide by all applicable laws and regulations and implement the program as approved. Please note that prior to implementing any changes to your agency's program model you are required to submit a Modification Request Application, found at http://www.p12.nysed.gov/specialed/applications/preschool-home.html, and must receive written approval from this Office before making any program modifications.

If you have any questions about the information contained in this letter, please contact Julia Nagle, Regional Associate in the Special Education Quality Assurance (SEQA) Long Island Regional Office, at (631) 952-3352, or Elina Tsenter, Associate in the Preschool Policy Unit, at (518) 473-6108.

Sincerely,

James P. DeLorenzo

Enclosure

c: Jacqueline Bumbalo
Eileen Taylor
Julia Nagle
Suffolk County Section 4410 Designee
Early Childhood Direction Center Capital Suffolk County

**THE STATE EDUCATION DEPARTMENT** / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234

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Fax: (518) 402-3534

**Name of Agency: HELPING HANDS CONSULTATION SERVICES, INC.**
**Agency Code and County Name: 800000062813, SUFFOLK**
**Type of Programs: Special Education Itinerant Services**

**11/17/2015**

| **Type of Program:** | **Special Education Itinerant Services** | |
|---|---|---|
| **Program Site Address** | **Counties Served** | **Hours of Operation** |
| HELPING HANDS CONSULTATION SERVICES, INC.<br>SEIS ADMINISTRATION<br>160 EAST MAIN STREET<br>HUNTINGTON, NY 11743<br>631-659-3337<br>VANETTA LAROSA, EXECUTIVE DIRECTOR<br>***Conditional one year approval*** | NASSAU<br>SUFFOLK | 8:00 AM - 6:00 PM<br>MONDAY - FRIDAY |

# Instructions for Completing the Statewide Central Register Database Check Form

## LDSS-3370

- **ALL** information on the form must be easily read so that data entry and results are accurate. Each SCR Database Check submitted should be reviewed for completeness and legibility by the program/agency liaison. If the form is incomplete or illegible, it will be returned to the agency for corrections.

**THE PROPER WAY TO COMPLETE THE FORM:**

## AGENCY INFORMATION

**TOP LINE OF FORM:**

- The three-digit agency code must be placed in the top left-hand box, followed by the Resource I.D. (RID) in the next box to the right. (Contact the licensing agency if there are any questions about these.)
- Daycare providers must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID number. (Contact your licensing agency/Regional Office if you have any questions).
- Clearance Category letter code (see back of Form LDSS-3370) must be placed in the middle box.
- Phone number (with area code) enables the SCR to contact the agency liaison if this becomes necessary.
- The Request ID Box is for SCR use only.

**AGENCY ADDRESS AREA:**

- Agency Name: Please use full name, no abbreviations
- Agency Liaison is the contact person at the inquiring agency. (*The SCR response will be addressed to the liaison.) **The liaison cannot be the applicant or a relative of the applicant.**
- Agency Address: Must include street, city

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## APPLICANT INFORMATION

**APPLICANT/HOUSEHOLD MEMBER AREA:**

- ALL HOUSEHOLD MEMBERS, ADULTS AND CHILDREN, WHETHER RELATED TO THE APPLICANT OR NOT, ARE TO BE LISTED IN THIS AREA OF THE FORM.
- Remember to **write clearly** or **type** all information in order to assist in obtaining an accurate response. Record all names with the last name first, then the first name, and middle name.
- First line: Applicant's name. If there is more than one applicant place the additional name(s) on the lines below the maiden name line.
- Second line: Any maiden names, previous married names, or aliases by which the applicant is or has been known. Use additional lines if there is more than one maiden/married/alias name to be listed.
- Remaining lines: Names of all other household members. (Attach an additional page if needed.)

**If there are no other household members, indicate NONE** on the line below "Maiden/Alias".

- First column: indicate the relationship to the applicant of each person listed. *(Spouse, son, daughter, mother, father, friend, etc.)*
- Sex M/F column: fill in either M (Male) or F (Female) for every person listed.
- Date of Birth column: fill in complete date of birth (mm/dd/yy) for everyone listed on the form.

**ADDRESS AREA:**

The information required varies depending on the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care (see back of form for categories), provide addresses for the applicant and any household member who is 18 and older. **We need this information for the last 28 years.** Attach supplemental pages if necessary, but **do not use** another LDSS-3370 form to list this additional information. Be sure to associate address histories with particular individuals *(i.e., indicate which addresses are for which household members).*
- For all other categories, only the applicant's address history is required – for the last 28 years.
- Complete addresses are required. Include street name and city/town/village. Also include street number and apartment number. **Post Office Box numbers are not acceptable.** If the applicant has lived abroad, indicate country and dates of residence. If the applicant has spent time in the military, list base names and locations along with dates. **Be sure that there are no periods of time unaccounted for.**
- The top line is for the current address. The previous address should be listed on the second line downward, and so on to the back of the form for the last 28 years. Staple the attached supplemental page to the form if more space is needed, but do not use another copy of the LDSS-3370 for this additional information.

**SIGNATURE AREA:**

Signatures required depend upon the particular category:

- For Adoption, Foster Care and Family and Group Family Day Care *(see back of form for category)*, signatures are needed from the applicant and any household member who is 18 or older.
- For all other categories, only the applicant's signature is required.
- All signatures must correspond to the names recorded in the Applicant/Household Member Area-for example; Mary Smith should not sign Mary Ann Smith. Victoria Smith should not sign Vicki.
- Applicants must sign in the boxes marked "Applicant's Signature", household members over 18 who are not applicants must sign in the boxes at the extreme bottom of the page marked "Signature".
- All signatures must be dated *(mm/dd/yy)*. The SCR **will not accept** a form with a signature date more than 6 months old.

If you have questions regarding proper completion of this form, **please call the SCR at 518-474-5297.**

**MAIL YOUR COMPLETED LDSS-3370 FORM TO:**

**STATEWIDE CENTRAL REGISTER**
**P.O. BOX 4480**
**ALBANY, N.Y. 12204-0480**

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**TO ORDER A SUPPLY OF LDSS-3370 FORMS:**

Please access the (OCFS-4627) **Request for Forms and Publications**, from the Intranet: http://ocfs.state.nyenet/admin/forms/SCR/ Internet: http://ocfs.ny.gov/main/forms/cps/ and mail the completed OCFS-4627 Request for Forms and Publications, to:
**THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.**

LDSS-3370 (Rev. 09/2014) FRONT

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

# STATEWIDE CENTRAL REGISTER DATABASE CHECK

*Agency Use Only*

| SCR USE ONLY |
|---|
| REQUEST I.D.: |

**ALL INFORMATION MUST BE COMPLETE. PLEASE PRINT OR TYPE**

| AGENCY CODE: | RESOURCE I.D. (RID) | CHILD CARE FACILITY SYSTEM (CCFS) NUMBER: | CATEGORY USE ALPHA CODE: | PHONE NUMBER (Area Code): |
|---|---|---|---|---|
| | | | | ( ) - |

**PRINT BELOW THE ADDRESS ASSOCIATED WITH YOUR RID/CCFS NUMBER:**

**AGENCY NAME:**

**AGENCY LIAISON:**

**STREET ADDRESS**

**CITY:** **STATE:** **ZIP CODE:**

The particular classifications of persons who must or may be screened are set forth on the reverse side of this document. The alpha codes to complete the "Category" box above are also on the reverse side of this form

***FOR ALL CATEGORIES:*** Complete the following for yourself, your spouse, your children and any other person(s) in your home at the present time. MAKE SURE YOU COMPLETE ALL MAIDEN NAME/ALIAS SECTIONS THAT APPLY. IF NONE, STATE "NONE" *List RELATIONSHIP in the fields below*

*(see reverse side for instructions) Attach additional page if necessary.*

The purpose of collecting the demographic data on *other persons in your household* who are not screened pursuant to Section 424-a of the Social Services Law is to enable the N.Y.S. Office of Children and Family Services to identify with the greatest degree of certainty whether the person(s) being screened is the subject of an indicated child abuse or maltreatment report. The utilization of this information in a discriminatory manner is contrary to the Human Rights Law.

**APPLICANT/HOUSEHOLD MEMBER AREA** ***PLEASE TYPE OR PRINT CLEARLY**

| RELATIONSHIP TO APPLICANT | LAST NAME | FIRST NAME | SEX M/F | DATE OF BIRTH | | |
|---|---|---|---|---|---|---|
| **APPLICANT** | LaRosa | Vanetta | F | 9 | 22 | 71 |
| **MAIDEN/ALIAS** | | | | | | |
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Please provide your current address and any other addresses at which you have resided for the last 28 years, including street, city and state. For Adoption, Foster Care, Family and Group Family Day Care, also include the same address history for household members 18 of age and older.

| CURRENT STREET ADDRESS | APT # | CITY | STATE | ZIP | FROM | TO |
|---|---|---|---|---|---|---|
| 29 Milmohr Ct. | | Northport | NY | | | |
| PREVIOUS STREET ADDRESS | APT # | CITY | STATE | ZIP | FROM | TO |
| | | | | | | |
| PREVIOUS STREET ADDRESS | APT # | CITY | STATE | ZIP | FROM | TO |
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| PREVIOUS STREET ADDRESS | APT # | CITY | STATE | ZIP | FROM | TO |
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| PREVIOUS STREET ADDRESS | APT # | CITY | STATE | ZIP | FROM | TO |
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I affirm that all the information provided on this form is true to the best of my knowledge. I understand that if I knowingly give false statements, such action could be grounds for denial or dismissal from employment or denial or revocation of a license, certificate, permit, registration or approval.

| APPLICANT'S SIGNATURE | DATE | APPLICANT'S SIGNATURE | DATE |
|---|---|---|---|
| Vanetta | 8/8/16 | | |

**EIGHTEEN YEARS OLD OR OVER:**

I understand that as a person eighteen years of age or over in a home of an applicant to become an Adoptive or a Foster Parent or a Family or Group Family Day Care provider, the information I have provided will be used to inquire of the Statewide Central Register to determine if I am the subject of an indicated report of child abuse or maltreatment.

| SIGNATURE | DATE | SIGNATURE | DATE |
|---|---|---|---|
| | | | |

# AGENCY LIAISON INSTRUCTIONS

Please verify that each form is completed. Incomplete forms will be returned to the sender. For ADOPTION, FOSTER CARE, and FAMILY and GROUP FAMILY DAY CARE, if both spouses are applicants, both are to sign. Persons eighteen years old and over residing in the home of applicants for ADOPTION, FOSTER CARE and FAMILY AND GROUP FAMILY DAY CARE also must sign the form.

**AGENCY CODE - Record your 3-digit agency code.** NOTE: **Day Care, Family and Group Family Day Care and Camps must provide the agency code of the agency or office which issues your license or certificate. Verify your Alpha or Alpha/Numeric 3 digitcode with your licensing agency.**

**DAYCARE PROVIDERS** - Must place their Child Care Facility System (CCFS) Number in the box next to Resource ID (RID), in lieu of Resource ID (RID) number. *(Contact your licensing agency/Regional Office if you have any questions).*

**RESOURCE I.D. (RID)** - Record your RESOURCE I.D. (RID) in this field. OCFS, OMH, OMRDD, DOH, OASAS and SED licensed agencies and programs, and Local Departments of Social Services, have RID'S as of 9/01. Verify your RID number with your licensing agency. If you need assistance, email: ocfs.sm.conn_app@ocfs.ny.gov

**CLEARANCE CATEGORIES** - Record the appropriate category.

| | |
|---|---|
| **A** – Adult Services/Family Type Home for Adults | **R** - Applying to be kinship foster parents. |
| **D** - Prospective employee *(Local DSS district - bill against reimbursement)*** | **S** - Provider of goods/services |
| **E** - Current employee. | **U** – Universal Pre-K Teacher *(fee required – see below)** |
| **F** - Prospective/new employee other than day care employees. (fee required - see below)* | **W** - Applying to be foster parents or family care home providers. |
| **M** - Director of a summer camp, overnight camp, day camp or traveling day camp. | **X** - Applying to be adoptive parents pursuant to an application pending before the inquiring agency. |
| **N** - Applying for a license to operate a day care center. (To be submitted by authorized licensing agency only.) (fee required - see below)* | **Y** - Prospective Day Care employee *(fee required - see below)** |
| **P** - Applying to be family day care provider. *(fee required - see below)** | **Z** - Prospective volunteer/consultant. |
| **Q** - Applying to be group family day care provider. *(fee required - see below)** | |

**AGENCY LIAISON - Record the name of the person to whom the response should be sent** *(cannot be the same as applicant or related to the applicant).*

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**APPLICANT/HOUSEHOLD MEMBER AREA INSTRUCTIONS - This information is to be provided by the applicant/ employee/provider. See front of form.**

**APPLICANT(S)** (at least one person must be so designated)-USE FIRST LINE

**MAIDEN NAME/ALTERNATIVE/AKA:** must be completed for every applicant. Record **ALL** previous names used. Start with second line. Use as many lines as needed *(One last name per line)*

**OTHER HOUSEHOLD MEMBERS:** describe relationship to applicant, e.g., son, daughter, father, mother, friend, etc. on remaining lines *(ATTACH ADDITIONAL PAGE IF NECESSARY)*

**IF NO OTHER HOUSEHOLD MEMBERS, record NONE on line below MAIDEN/ALIAS.**

*Social Service Law 424a requires the collection of a $25.00 fee for certain categories. A certified check, postal or bank money order, teller's check, cashier's check or agency check made payable to "New York State Office of Children and Family Services" in the amount of twenty-five dollars, is to accompany the form. The check also is to include the applicant's name and the agency code.
**N.B.: a separate check must accompany each form.**

**Social Service Law 424a, allows local DSS to bill against their reimbursement the charge collected for screening prospective employees.

**If you have questions, please call the SCR at 518-474-5297.**

**MAIL YOUR COMPLETED LDSS-3370 FORM TO:**

**STATEWIDE CENTRAL REGISTER**
**P.O. BOX 4480, Attention: Service Center Unit**
**ALBANY, N.Y. 12204-0480**

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**TO ORDER A SUPPLY OF LDSS-3370 FORMS:**

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**THE OFFICE OF CHILDREN AND FAMILY SERVICES, RESOURCE DISTRIBUTION CENTER, 11 FOURTH AVE, RENSSELAER, NY 12144.** If you have difficulty accessing a form on either site, you can call the automated forms hotline to order forms at 518-473-0971.

STAPLE TO LDSS-3370 *(IF NEEDED)*

# STATEWIDE CENTRAL REGISTER DATABASE CHECK FORM ADDITIONAL PAGE

**(Use only if the space on the LDSS-3370 form is not sufficient)**

**APPLICANT NAME:** _____

**Print clearly, All dates must be consecutive. Be sure to associate address histories with particular individuals**

| Previous Street Address | City | State | Zip | From | To |
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STAPLE TO LDSS-3370 *(IF NEEDED)*

# STATEWIDE CENTRAL REGISTER DATABASE CHECK FORM ADDITIONAL PAGE

**(Use only if the space on the LDSS-3370 form is not sufficient)**

**APPLICANT NAME:** _____

**Other Household Members** are (please print clearly):

| SCR Use Only | Relationship To Applicant | Last Name | First Name | Sex | Date of Birth | | |
|---|---|---|---|---|---|---|---|
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Helping Hands Consultation Services, Inc. DBA
Helping Hands Children Services
Hand in Hand Children Succeed
160 East Main Street ~ Huntington, NY 11743
*Main Telephone*: (631) 659-3337, *Main Fax*: (631) 659-3338
*E mail*: info@helpinghandschildren.com www.helpinghandschildren.com

Vanetta LaRosa, Ph.D., BCBA-D
Executive Director

Kimberly Guillem, M.S. Ed
Senior Director

To Whom It May Concern:

Helping Hands Consultation Services, Inc. d/b/a Helping Hands Children Services is a For Profit entity and is not required to complete the Financial Controls Questionaire.

Sincerely,

Vanetta LaRosa, PhD, BCBA-LBA
Executive Director

As you know, recently adopted County disclosure laws and policies now require, as a general matter, that all contract packages must include the following disclosure forms:

(i) Business History and Principal Questionnaire Forms;
(ii) Consultant's, Contractor's and Vendor's Disclosure Form;
(iii) Political Campaign Contribution Disclosure Form; and
(iv) Lobbyist Registration and Disclosure Form (if a lobbyist is utilized).

I now write to notify you that the Legislature insists that the forms must be completed in their entirety (no blanks) and all questions must be responded to appropriately. The most common errors have emerged in the responses to question 17 of the Business History Form and question 7 of the Consultant's Contractor's and Vendor's Disclosure Form. These errors are addressed below.

Regarding question 17 of the Business History Form, "not applicable" or "N/A" is not an acceptable response. If no conflict of interest exists, the individual or entity completing the form must affirmatively state "no conflict exists" in section (a) (i-iii). In section (b), the individual or entity must describe with particularity any procedures they have in place or would adopt in the future to ensure a conflict of interest does not arise or exist.

Regarding question 7(a) of the Consultant's Contractor's and Vendor's Disclosure Form, "not applicable" or "N/A" is not an acceptable response. If the individual or entity has not utilized the services of a lobbyist, the appropriate response is "no lobbyist utilized" or "none."

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Contract ID#: CQBU13000001

Department: OMB

E-280-16

# Contract Details

SERVICE: Actuarial Valuation Services

NIFS ID #: CLBU16000002 NIFS Entry Date: 11/09/16 Term: 12/1/16 - 11/30/18

| | |
|---|---|
| New ☐ Renewal ☐ | |
| Amendment ☒ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No X |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No X |
| 5) Insurance Required | Yes X | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name Milliman, Inc. | Vendor ID# 910675641 |
| Address 1550 Liberty Ridge Drive, Ste. 200<br>Wayne, NJ 19087-5572 | Contact Person Robert LaMontagne |
| | Phone 610-687-5644 |

| County Department |
|---|
| Department Contact<br>Robert Conroy |
| Address 1 West Street, 5th Floor<br>Mineola, New York 11501 |
| Phone 516-571-6335 |

# Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd& Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☒<br>*NIFS Appvl (Dept. Head)* ☐ | 11/9/16 | | |
| | OMB | *NIFS Approval* ☒ | 11/9/16 | William Cole | Yes☐ No ☒ |
| 11/10/16 | County Attorney | *CA RE&I Verification* ☑ | 11/10/16 | | |
| | County Attorney | *CA Approval as to form* ☑ | 12/5/16 | | Yes☑ No ☐ |
| | LEG Legislative Affairs | *Fw'd Original K to CA* ☐ | | | |
| | LEG Rules ☐/ Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | County Comptroller | *NIFS Approval* ☐ | | | |
| | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | | | |

RECEIVED
NASSAU COUNTY
CLERK OF THE LEGISLATURE
2016 DEC -9 A 10:11

PR5254 (8/03)

Contract ID#: CQBU13000001

Department: OMB

# Contract Summary

Description: Contract Amendment #1 to the Original Agreement between Nassau County and Milliman Inc.

Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled" Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.

**Method of Procurement:**
In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3,2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on those criteria, a firm was selected pursuant to the RFP that was Issued.

**Procurement History:** Milliman has been providing actuarial services to Nassau County since 2012.

**Description of General Provisions:** The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.

**Impact on Funding / Price Analysis:** $80,927.

**Change in Contract from Prior Procurement:** No change.

**Recommendation:** Approve as submitted.

**Advisement Information**

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 10 |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | 500 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | |
| County | $80,927 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $80,927 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | BUGEN1000 DE500 | $80,927 |
| 2 | | $ |
| 3 | | $ |
| 4 | 11/10/16 | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $80,927 |

**Document Prepared By:** Irfan Qureshi

**Date:** 11/09/2016

| 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)*<br>E #: |

PR5254 (8/03)

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 MANAGEMENT AND BUDGET, AND MILLIMAN, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Milliman, Inc. to provide Actuarial Valuation services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with Milliman, Inc.

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Milliman, Inc

**2. Dollar amount requiring NIFA approval:** $ 80,927

**Amount to be encumbered:** $ 80,927

This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term:** 12/1/2016 - 11/30/2018

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

The contractor will provide actuarial valuation services

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

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

## AUTHORIZATION

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

Roseann D'Alleva Budget Director 11/10/16

Signature Title Date

Roseann D'Alleva

Print Name

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

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

*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:** **Milliman, Inc.**

**CONTRACTOR ADDRESS:** **1550 Liberty Ridge Drive, #200 , Wayne, N.J. 19087**

**FEDERAL TAX ID #:** **91-0675641**

***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 original contract was entered into after a written request for proposals was issued on October 3, 2012. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. Three (3) proposals were received and evaluated. The evaluation committee consisted of: three members of the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☑ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on December 31, 2012_____. 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-
_____See memo dated December 14, 2012 attached_____

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.

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

**IX. ☑ Department MWBE responsibilities**. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

**X. ☑ Vendor will not require any sub-contractors.**

***<u>In addition</u>, 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**

12/8/16

**Date**

***<u>NOTE:</u> 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. 09/15*

**MEMORANDUM**

To: Tim Sullivan, Deputy County Executive for Finance

From: Robert Conroy, Deputy Budget Director

Subject: Proposed Personal Services Agreement with Milliman, Inc.
Actuarial Consulting Services in regards to the County's 2012 and 2013 GASB 45 OPEB Valuations (Post-Retirement Benefits other than Pensions)

Date: December 14, 2012

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On October 3, 2012 the County issued a Request for Proposals (RFP) to provide actuarial consulting services to the County and certain related entities (Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau Interim Finance Authority). The RFP was posted on the County's website and advertised in Newsday. Proposals were originally due on October 26, 2012 but due to a low response rate was extended to November 9, 2012.
The services to be provided will include, but not be limited to:

- Prepare Actuarial Valuations to comply with GASB 45 every two years and prepare estimates for intervening years
- Provide certification that the Valuation was conducted in accordance with GASB 45 standards
- Respond to any requests from the County's outside auditor
- Assist the County in responding to data requests from other government agencies and any other interested parties
- Attend meetings as requested to discuss GASB 45 and related issues

Proposals were received from the following firms: Milliman, Inc, The Segal Group, Inc and the Howard E. Nyhart Company, Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people from the Office of Management and Budget: Robert Conroy, Ann Hulka and Steven Conkling. The proposals were evaluated based on the following criteria:

- **Proposal Offeror's History and Service Background**

  This review will address the following questions:

  Does the proposal demonstrate a successful service history?
  Does the firm's organization and experience demonstrate the capacity to provide the services that are required?
  Has the firm performed successfully in the past on projects of similar siza and scope?

- **Readiness to implement the Program**

  This refers to the amount of time required for the firm to begin providing the RFP services and should answer the following questions:

  Does the firm demonstrate the ability to provide RFP services immediately upon request or within the time frames established by the County?
  Does the firm demonstrate the ability to implement the project within reasonable time frames?
  Will subcontracts be needed?

- **Proposal Conciseness, Completeness and Clarity of Presentation**

  Under this criteria, the following questions would be addressed:

  Is the proposal concise in terms of it being marked by brevity of expression and statement and free from elaboration and superfluous detail?
  Does the proposal contain all elements identified in the RFP?
  Does the proposal clearly represent the firm's capabilities?

- **Cost of Overall Project**

  This considers whether the proposed charge is financially viable as well as cost effective. Viability means that the projected costs are sufficient to allow for adequate results to be achieved. Cost effectiveness means that the costs are sufficient to ensure adequate results without being inordinately expensive.

- **Adequacy of Program Design**

  This is a review of the proposal as a whole, paying particular attention to the firm's specific approach and plans for accomplishing the work in the RFP:

  What is the firm offering to do for the County and how does the firm plan to accomplish this?
  Are the tasks consistent with the purpose of the RFP?
  Does each of the tasks or activities support the performance of RFP services?
  Is the program design complete, consistent and feasible?

- **Other Factors**

  Any other information that would assist the County in the selection process.

  Does the firm offer any other information that would help the selection process?
  Does the firm's response make it different from other firms?
  Has the firm proposed approaches and cost containment measures not included in other areas of the RFP? Are they appropriate and/or reasonable?

**Recommendation**

Although the proposed fee from Milliman, Inc was higher than the other Proposer's (see chart below), the Committee felt that based on recent experience the County has had with Milliman, Milliman would be best suited to handle this engagement. This firm was called in on an emergency basis to provide the 2011 valuation and did so in an extremely expeditious and professional manner given the difficult circumstances at the time.

| Firm | Average Hourly Rate | Number of Hours | Total Estimated Fees | Estimated Expenses | Total Estimated Costs |
|---|---|---|---|---|---|
| Milliman, Inc | 282.14 | 284 | 80,128 | 800 | 80,928 |
| The Howard E. Nyhart Company, Inc. | 209.52 | 294 | 61,600 | 3,000 | 64,600 |
| The Segal Company | 296.42 | 151 | 44,760 | 0 | 44,760 |

Please let me know if you need any additional information

C: Richard R. Walker, Chief Deputy County Executive
Conal Denion, Bureau Chief, Office of County Attorney

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?

No

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.

Vendor: MILLIMAN, INC.

Dated: 12/1/2016

Signed: Richard L Gordon

Print Name: RICHARD L. GORDON

Title: PRINCIPAL AND CONSULTING ACTUARY

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Mary Christine Clare

   Date of birth 10 / 12 / 1973

   City/state/zip Seattle, WA 98119

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5736

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____ Shareholder _____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other**)
   **Assistant Corporate Secretary 05/2008
   **Chief Legal Officer 05/2012

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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 X Yes ____ If Yes, provide details.

**APPENDIX D**

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 X 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 X 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 X_ 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 X 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 X 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 X 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 X Yes ____ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

**APPENDIX D**

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 X 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 X 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 X 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 X 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 X 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 X 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 X Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

**CERTIFICATION**

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

I, Richard L. Gordon, 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 15 day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Pamela Ann Cone

   Date of birth 12 / 30 / 1961

   City/state/zip Seattle, WA 98119

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5626

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____ Shareholder _____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other**)
   **Chief Marketing Officer 05/2003
   **Vice President 05/2011

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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 X Yes ____ If Yes, provide details.

**APPENDIX D**

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 _X_ 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 _X_ 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.

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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.)

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**APPENDIX D**

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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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

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I, Richard L. Gordon, 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 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Matthew Robert Curtis

   Date of birth 10/ / 25 / 1969

   City/state/zip Seattle, WA 98117

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5667

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____Treasurer ____/____

   Chairman of Board ____/____Shareholder _____/____/____

   Chief Exec. Officer ____/____/____Secretary ____/____/____

   Chief Financial Officer ____/____Partner _____/____/____

   Vice President ____/ ____ _____ ____/____/____

   (Other**)
   **Director of Brand Strategy 9/2005**
   **Vice President 01/2016**

3. Do you have an equity interest in the business submitting the questionnaire?
   No X Yes ____ If Yes, provide details.

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**APPENDIX D**

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   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 _X_ 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 _X_ Yes ____ If Yes, provide details for each such instance.

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**APPENDIX D**

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e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No _X_ Yes ____ If Yes, provide details for each such conviction.

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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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

**CERTIFICATION**

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

I, Richard L. Gordon, 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 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name James Blaine Fulton

   Date of birth 04/ / 14 / 1964

   City/state/zip Issaquah, WA 98029

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5862

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____Treasurer ____/____

   Chairman of Board ____/____Shareholder _____/____/____

   Chief Exec. Officer ____/____/____Secretary ____/____/____

   Chief Financial Officer ____/____Partner _____/____/____

   Vice President ____/ ____ _____ ____/____/____

   (Other**)
   **Senior Vice President & Chief Financial Officer 7/2015**

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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 X Yes ____ If Yes, provide details.

**APPENDIX D**

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 _X_ 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 _X_ 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 X_ 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 _X_ 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 _X_ 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 _X_ 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 _X_ Yes ____ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? No _X_ Yes ____ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? No _X_ Yes ____ If Yes, provide details for each such charge.

**APPENDIX D**

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 X 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 X 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 X 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 X 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 X 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 X 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 X Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

**CERTIFICATION**

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Sworn to before me this 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Patrick Poyner Hendrickson

   Date of birth 07 / 22 / 1972

   City/state/zip Snohomish, WA 98296

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5574

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer ____/____/____

   Chairman of Board ____/____ Shareholder _____/____/____

   Chief Exec. Officer ____/____/____ Secretary ____/____/____

   Chief Financial Officer ____/____/____ Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other**)
   **Assistant Controller 05/2001
   **Controller 05/2005

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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?
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**APPENDIX D**

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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:

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   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X 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 X Yes ____ If Yes, provide details for each such instance.

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**APPENDIX D**

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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 _X_ Yes ____ If Yes, provide details for each such investigation.

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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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

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Constance I. DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

**APPENDIX D**

## PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Kenneth Paul Mungan

   Date of birth 07 / 02 / 1969

   City/state/zip Downers Grove, IL 60515

   Business address 71 South Wacker Drive, 31st Floor

   City/state/zip Chicago, IL 60606

   Telephone 312-499-5597

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____Treasurer ____/____/____

   Chairman of Board ____/____Shareholder _____/____/____

   Chief Exec. Officer ____/____/____Secretary ____/____/____

   Chief Financial Officer ____/____/____Partner ____/____/____

   Vice President ____/____/____ _____ ____/____/____

   (Other**)
   **Chairman of the Board 02/16/2015**

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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?
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**APPENDIX D**

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 _X_ Yes ____; If Yes, provide details.

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   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No _X_ 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 _X_ Yes ____ If Yes, provide details for each such instance.

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**APPENDIX D**

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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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

**CERTIFICATION**

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I, Richard L. Gordon, 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.

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Constance L. DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
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Milliman, Inc.

Name of submitting business

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Print name

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Principal

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12 / 01 / 2016

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1. Principal Name William Steven Pedersen

   Date of birth 11 / 04 / 1956

   City/state/zip Issaquah, WA 98029

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5601

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

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

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   Chief Financial Officer ____/____Partner _____/____/____

   Vice President ____/ ____ _____ ____/____/____

   (Other**)
   **Controller 05/1994
   **Treasurer and Controller 05/1999
   **Financial VP and CFO 05/2006
   **Sr. VP and CFO 05/2014

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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?
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**APPENDIX D**

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**APPENDIX D**

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**APPENDIX D**

**CERTIFICATION**

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

I, Richard L. Gordon, 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 1st day of December, 2016

Constance D. Jiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.
Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon

Signature

Principal
Title

12 / 01 / 2016
Date

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Brian Simon Pollack

   Date of birth 10 / 22 / 1954

   City/state/zip Bainbridge Is., WA 98110

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5517

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____Treasurer ____/____

   Chairman of Board ____/____Shareholder _____/____/____

   Chief Exec. Officer ____/____/_____Secretary ____/____/____

   Chief Financial Officer ____/____Partner _____/____/____

   Vice President ____/ _____ _____ ____/____/____

   (Other**)
   **Asst. Corporate Secretary 05/1993
   **Corporate Secretary 05/1997
   **Sr. VP and Corporate Secretary 05/2006

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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 X Yes ____ If Yes, provide details.

**APPENDIX D**

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 X 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 X 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 X_ 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 X 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 X 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 X 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 X Yes ____ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

**APPENDIX D**

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 _X_ 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 _X_ 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 _X_ 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 _X_ 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 _X_ 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 _X_ 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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

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Sworn to before me this 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

**APPENDIX D**

**PRINCIPAL QUESTIONNAIRE FORM**

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1. Principal Name Susan Helen Puz

   Date of birth 09/ / 03 / 1973

   City/state/zip Vashon, WA 98070

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone N/A

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____Treasurer ____/____

   Chairman of Board ____/____Shareholder _____/____/____

   Chief Exec. Officer ____/____/____Secretary ____/____/____

   Chief Financial Officer ____/____Partner _____/____/____

   Vice President ____/ ____ _____ ____/____/____

   (Other**)
   **Chief Risk Officer 05/2016

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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 X Yes ____ If Yes, provide details.

**APPENDIX D**

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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 X Yes ____ If Yes, provide details.

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   a. Been debarred by any government agency from entering into contracts with that agency? No X_ 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 X 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 X 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 X 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.)

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**APPENDIX D**

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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 _X_ Yes ____ If Yes, provide details for each such investigation.

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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 _X_ 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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

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Sworn to before me this 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.
Name of submitting business

Richard L. Gordon
Print name

Signature

Principal
Title

12 / 01 / 2016
Date

**APPENDIX D**

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1. Principal Name Martin Brownfield Warr

   Date of birth 09 / 20 / 1959

   City/state/zip Puyallup, WA 98374

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5806

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____ Treasurer 05 /2005

   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?
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**APPENDIX D**

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**APPENDIX D**

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 _X_ 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 _X_ Yes ____ If Yes, provide details for each such conviction.

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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 _X_ Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

## CERTIFICATION

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I, Richard L. Gordon, 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.

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Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
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MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.
Name of submitting business

Richard L. Gordon
Print name

Richard L. Gordon
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Principal
Title

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1. Principal Name Stephen Anthony White

   Date of birth 12 / 03 / 1962

   City/state/zip Edmonds, WA 98020

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone 206-504-5528

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President 09/ 2012 Treasurer ____/____

   Chairman of Board ____/____ Shareholder ____/____/____

   Chief Exec. Officer 09/2012 Secretary ____/____/____

   Chief Financial Officer ____/____ Partner ____/____/____

   Vice President ____/ ____ ____ ____/____/____

   (Other**)
   **Director 09/2012

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

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**CERTIFICATION**

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I, Richard L. Gordon, 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 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.
Name of submitting business

Richard L. Gordon
Print name

Signature

Principal
Title

12 / 01 / 2016
Date

**APPENDIX D**

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Andreas Franz Braendle

   Date of birth 11 / 03 / 1965

   City/state/zip Maple Valley, WA 98038

   Business address 1301 Fifth Avenue, Suite 3800

   City/state/zip Seattle, WA 98101-2635

   Telephone N/A

   Other present address(es) N/A

   City/state/zip N/A

   Telephone N/A

   List of other addresses and telephone numbers attached

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

   President ____/____/____Treasurer ____/____

   Chairman of Board ____/____Shareholder _____/____/____

   Chief Exec. Officer ____/____/____Secretary ____/____/____

   Chief Financial Officer ____/____Partner _____/____/____

   Vice President ____/ ____ _____ ____/____/____

   (Other**)
   **Chief Information Officer 09/2014**

3. Do you have an equity interest in the business submitting the questionnaire?
   No X 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 X Yes ____ If Yes, provide details.

**APPENDIX D**

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 _X_ 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 _X_ 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 X_ 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 _X_ 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 _X_ 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 _X_ 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 _X_ Yes ____ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? No _X_ Yes ____ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? No _X_ Yes ____ If Yes, provide details for each such charge.

**APPENDIX D**

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 X 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 X 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 X 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 X 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 X 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 X 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 X Yes ____ If Yes, provide details for each such year.

**APPENDIX D**

**CERTIFICATION**

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Sworn to before me this 1st day of December, 2016

Constance DiJiosia

Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Signature

Principal

Title

12 / 01 / 2016

Date

## Appendix C

## Business History Form

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

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

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

Date: November 30, 2016

1) Proposer's Legal Name: Milliman, Inc.

2) Address of Place of Business: 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101

List all other business addresses used within last five years:

_____

3) Mailing Address (if different):_____

Phone: 206 624 7940

Does the business own or rent its facilities? Rent

4) Federal I.D. Number or Social Security Number: 91-0675641

5) Dun and Bradstreet number:_____

6) The proposer is a (check one): _____ Sole Proprietorship ____ Partnership XX Corporation ___

Other (Describe) _____

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

_____

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

_____

## Appendix C

## Business History Form

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

_____

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ____ No **XX** If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ____ No **XX** 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 **XX** 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 **XX** 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 **XX** Yes _____If Yes, provide details for each such charge.

_____

b) Any misdemeanor charge pending? No **XX** Yes ___ If Yes, provide details for each such charge._____

_____

## Appendix C

## Business History Form

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 **XX** 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 **XX** 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 **XX** 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 **XX** 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 **XX** 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:

(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 as collection agent on behalf of Nassau County. **NONE**

(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 as collection agent on behalf of Nassau County. **NONE**

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. **NONE**

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

## Appendix C

## Business History Form

### Attachments

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

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

Should the proposer be other than an individual, the Proposal should include:

i) Date of formation; – SEE ORIGINAL PROPOSAL

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; – SEE ORIGINAL PROPOSAL

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable); WA

v) The number of employees in the firm; – SEE ORIGINAL PROPOSAL

vi) Annual revenue of firm; – SEE ORIGINAL PROPOSAL

vii) Summary of relevant accomplishments– SEE ORIGINAL PROPOSAL

viii) Copies of all state and local licenses and permits. – SEE ORIGINAL PROPOSAL

B. Indicate number of years in business. – SEE ORIGINAL PROPOSAL

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

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

Company: Metropolitan Transportation Authority

Contact Person: Mr. Michael Mantell

Address: 2 Broadway, Room D15.25

City/State: New York, NY 10004

Telephone: 646 252 6593

Fax #: 646 252 6592

E-Mail Address: michael.mantell@nyct.com

## Appendix C

## Business History Form

### Attachments To Business History Form (Continued)

| | |
|---|---|
| Company : | Southeastern Pennsylvania Transportation Authority |
| Contact Person: | Jacob Aufschauer |
| Address: | 1234 Market St., 6th Floor |
| City/State: | Philadelphia, PA 19107 |
| Telephone: | 215 580 7122 |
| Fax #: | 215 580 7185 |
| E-Mail Address: | jaufschauer@SEPTA.org |

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| | |
|---|---|
| Company : | Long Island Railroad |
| Contact Person: | Michael Reilly |
| Address: | 146-01 Archer Avenue |
| City/State: | Jamaica, NY 11435 |
| Telephone: | 718 558 7676 |
| Fax #: | 718 558 8619 |
| E-Mail Address: | mreill@lirr.org |

**Appendix C**

**Business History Form**

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Sworn to before me this 1st day of December, 2016

Constance DiJiosia

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COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Name of submitting business: Milliman, Inc.

By: Richard L. Gordon
Print name

Signature

Principal & Consulting Actuary
Title

12 / 01 / 2016
Date

COUNTY OF NASSAU

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

1. Name of the Entity: Milliman, Inc.

Address: 1301 Fifth Avenue, Suite 3800

City, State and Zip Code: Seattle, WA 98101

2. Entity's Vendor Identification Number: 910675641

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp private 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):

see attached

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.

see attached

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

None

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

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

None

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

n/a

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

n/a

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: December 1, 2016

Signed: Richard L. Gordon

Print Name: Richard L. Gordon

Title: Principal and Consulting Actuary

**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.

# Milliman, Inc. Directors & Officers – 11/29/2016

| | TITLE | NAME | BUSINESS ADDRESS | HOME ADDRESS |
|---|---|---|---|---|
| * | Vice President<br>Chief Information Officer<br>DoH: 6/16/2014 | Andreas Franz Braendle<br>DoB: 11/3/1965 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 17605 244th Avenue SE<br>Maple Valley, WA 98038 |
| | Practice Director, Casualty<br>DoH: 11/6/1990 | Brian Zucker Brown<br>DoB: 8/24/1958 | 15800 Bluemound Road, Suite 100<br>Brookfield, WI 53005-6069 | 20750 Bartlett Drive<br>Brookfield, WI 53045 |
| | Practice Director, EB<br>DoH: 12/3/1984 | Jeffrey Raymond Budin<br>DoB: 4/29/1959 | 3 Garret Mountain Plaza, Suite 101<br>Woodland Park, NJ 07424-3352 | 4 Ashley Drive<br>Flanders, NJ 07836 |
| * | Vice President<br>Chief Legal Officer<br>Asst. Corporate Secretary<br>DoH: 8/9/2004 | Mary Christine Clare<br>DoB: 10/12/1973 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 1624 10th Avenue West<br>Seattle, WA 98119 |
| * | Vice President<br>Chief Marketing Officer<br>DoH: 5/1/2003 | Pamela Ann Cone<br>DoB: 12/30/1961 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 1529 First Avenue West<br>Seattle, WA 98119 |
| | Practice Director, Life<br>DoH: 7/1/2002 | Dermot Corry<br>DoB: 01/28/1965 | 7 Grand Canal<br>Grand Canal Street Lower<br>Dublin 2<br>IRELAND DO2 KW81 | 88 Clontarf Road<br>Dublin 3<br>Ireland |
| * | Vice President<br>Brand Strategy<br>DoH: 9/1/2005 | Matthew Robert Curtis<br>DoB: 10/25/1969 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 7317 Earl Avenue NW<br>Seattle, WA 98117 |
| | Director<br>DoH: 4/1/2009 | Nicholas John Dumbreck<br>DoB: 11/12/1954 | 11 Old Jewry, Third Floor<br>London EC2R 8DU, England | Meadow Barn<br>Priorsfield Road<br>Hurtmore, Godalming<br>Surrey GU7 2RQ, UK |
| * | Senior Vice President<br>Chief Financial Officer<br>DoH: 6/18/2015 | James Blaine Fulton<br>DoB: 4/14/1964 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 1086 NE Lupine Street<br>Issaquah, WA 98029 |
| * | Controller<br>DoH: 10/16/1995 | Patrick Poyner Hendrickson<br>DoB: 7/22/1972 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 15624 64th Avenue SE<br>Snohomish, WA 98296 |
| | Director<br>DoH: 6/15/1987 | Richard Borge Lord<br>DoB: 9/16/1964 | 251 South Lake Avenue, Suite 910<br>Pasadena, CA 91101 | 2285 Robles Avenue<br>San Marino, CA 91108 |
| | Practice Director, Health<br>DoH: 7/1/1984 | Lorraine Wilcox Mayne<br>DoB: 7/29/1963 | 515 East 100 South, Suite 600<br>Salt Lake City, UT 84102 | 4336 South 785 East<br>Salt Lake City, UT 84107 |
| * | Chairman<br>DoH: 6/1/1998 | Kenneth Paul Mungan<br>DoB: 7/2/1969 | 71 South Wacker Drive, 31st Floor<br>Chicago, IL 60606 | 5333 Meadow Lane<br>Downers Grove, IL 60515 |
| * | Senior Vice President<br>Chief Operating Officer<br>DoH: 2/1/1985 | William Steven Pedersen<br>DoB: 11/4/1956 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 2472 NE Daphne Street<br>Issaquah, WA 98029 |
| * | Senior Vice President<br>Corporate Secretary<br>DoH: 6/15/1984 | Brian Simon Pollack<br>DoB: 10/22/1954 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 8677 Battle Point Drive NE<br>Bainbridge Island, WA 98110 |
| * | Chief Compliance Officer<br>DoH: 5/29/2012 | Susan Helen Puz<br>DoB: 9/3/1973 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 23322 Old Mill Road SW<br>Vashon, WA 98070 |
| | Director<br>DoH: 10/18/1999 | Patricia Louise Renzi<br>DoB: 7/25/1957 | One Pennsylvania Plaza, 38th Floor<br>New York, NY 10119 | 60 Gramercy Park N, Apt 2B<br>New York, NY 10010 |
| | Director<br>DoH: 9/28/1998 | Allen Joseph Schmitz<br>DoB: 10/22/1968 | 15800 Bluemound Road, Suite 100<br>Brookfield, WI 53005-6069 | 320 Hollyhock Lane<br>Hartland, WI 53029 |
| | Director<br>DoH: 3/17/1986 | Rebecca Adams Sielman<br>DoB: 11/24/1963 | 80 Lamberton Road<br>Windsor, CT 06095-2126 | 6 Clemons Spring Road<br>North Granby, CT 06060 |
| * | Treasurer<br>DoH: 2/18/2003 | Martin Brownfield Warr<br>DoB: 9/20/1959 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 2508 32nd Avenue SE<br>Puyallup, WA 98374 |
| * | President and CEO<br>DoH: 7/1/1985 | Stephen Anthony White<br>DoB: 12/3/1962 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 | 831 Northstream Lane<br>Edmonds, WA 98020 |

*Officer

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| Akwenuke Edwin O. (Eddy) | Portland OR |
| Alcocer Pedro L | Tampa |
| Allen Darcy C. | Philadelphia |
| Ammons Sarah | Dallas |
| An Chihong | Seoul |
| Andersen Ryan M. | Seattle |
| Anderson Brian N | San Diego |
| Anderson Paul | Milwaukee |
| Angell Amy P. | Boston |
| Appel David | New York |
| Ashenbrenner Carl X. | Milwaukee |
| Avagliano Guy A. | San Francisco |
| Bachler Robert (Rob) | Seattle |
| Bagus Ghalid | Chicago |
| Baldwin Arthur L. (Art) | Seattle |
| Balestreri Aldo | Milan |
| Bary Dorothee | Paris |
| Bauer John J. | New York |
| Bauerlein John W. | Atlanta |
| Baveja Lalit | New Delhi |
| Bayram Rebekah D | San Diego |
| Beach Van R | Seattle |
| Beal Robert W. (Bob) | Portland ME |
| Becker Cassandra A | Chicago |
| Beckham Karen H | Dallas |
| Behar Bob A | Chicago |
| Benbow David W | Minneapolis (EB) |
| Bentley T. Scott (Scott) | Milwaukee |
| Berezovskaya Anna | Chicago |
| Berger Corey N | Atlanta |
| Bergerson Mike | Minneapolis |
| Bernstein Gerald R. (Gerry) | Milwaukee |
| Berry George N. | Philadelphia |
| Bhagavatula Raja R. (Raji) | New York |
| Bhardwaj Vandana | New Delhi |
| Bierman Terry | Omaha |
| Birrell Justin C. | Seattle |
| Biscaglia Nicola | Milan |
| Bittner Allan | Milwaukee |
| Bjurstrom Kenneth (Ken) | Milwaukee |
| Blackburn Wayne E. | Little Falls NJ |
| Bleick Tim S | Milwaukee |
| Bloemer Tony | Chicago |
| Blumen Helen E | New York |
| Boggs Ginny | Dallas |
| Boisseau Jean-Philippe | Paris |
| Boland Greg | Dallas |
| Bolduc Angela D | Milwaukee |
| Borba Philip S. | New York |
| Borcan Ashlee M | Tampa |
| Borcan Ashlee M | Tampa |
| Botsford John R. | San Francisco |
| Botsford John R. | San Francisco |
| Bottelli Richard J. (Dick) | New York |
| Bowen Glenn | Philadelphia |
| Boyarsky Victoria | New York |
| Brackett James M. (Jim) | Chicago |
| Bradley Ger Joseph | Dublin |
| Bradley Jeff | Boise |
| Brandel Shelly S. | Milwaukee |
| Breyman Erin R. | Seattle |
| Brinkmann Peggy A | San Francisco |
| Briscoe Robert K. (Bob) | New York |
| Brophy Craig R | Boston |
| Broulette James N. (Jim) | Seattle |
| Brown Brian Z | Milwaukee |
| Brown Zachary Z | Chicago |
| Bucher Laura Cary | Seattle |
| Buck Noah P. | Albany |

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| Buckle Joanne | London |
| Budin Jeffrey R. (Jeff) | Little Falls NJ |
| Burke Anthony J. (Tony) | Boston |
| Burke John (Jack) | Philadelphia |
| Burma Lance M. | Minneapolis (EB) |
| Callif Howard M | Milwaukee |
| Callif Howard M | Milwaukee |
| Campe Kevin M. | Chicago |
| Cantle Neil J. | London |
| Cardoso Andrea Christina Fonseca | Rio de Janeiro |
| Cestare Frank J. | Philadelphia |
| Chamberlain Matt S | San Francisco |
| Chamblee Matt P | Tampa |
| Chance Margaret | Chicago |
| Chansky Joel S. | Boston |
| Cheung Matt M | Chicago |
| Chye Pang | Hong Kong |
| Claffey Mike | Dublin |
| Clark Adrian L | Seattle |
| Clark Charles | New York |
| Clark Dominic R | Milan |
| Clark Kenneth (Ken) | Chicago |
| Clark-Shim William Hawley (Will) | Portland OR |
| Coates Sarah E | Omaha |
| Coffing Kelly S. | Seattle |
| Collier Nicholas (Nick) | Seattle |
| Conkel Douglas (Doug) | Dallas |
| Conlon James E. (Jim) | Albany |
| Connolly Roger | Seattle |
| Connor Timothy L. (Tim) | Little Falls NJ |
| Conwill Stephen H. (Steve) | Tokyo |
| Cook David N. | Omaha |
| Cook David N. | Omaha |
| Cook Michael C. | Milwaukee |
| Cook Scott | Dallas |
| Cookson John P. | Philadelphia |
| Cornwell Ronald M. (Ron) | Omaha |
| Corry Dermot | Dublin |
| Cosway Robert G. (Bob) | San Diego |
| Cottle William R. (Bill) | San Francisco |
| Courchene Jeffrey A. (Jeff) | London |
| Cross Brandy | Omaha |
| Culligan Michael | Dublin |
| Cummings Robert T | Chicago |
| Cusick David A. | San Diego |
| Dalton Andrew H | Philadelphia |
| Dalton Andrew H | Philadelphia |
| Daly Michael J | Hong Kong |
| Damler Robert M. (Rob) | Indianapolis |
| Daniels Lawrence P. (Larry) | Seattle |
| Davenport David A (Dave) | Seattle |
| Davenport Timothy J. (Tim) | Seattle |
| Davidson Phil E. | San Francisco |
| Davidson Phil E. | San Francisco |
| Davis James D. (Jim) | Dallas |
| DeMattei Michael L. (Mike) | Los Angeles |
| Devineau Laurent | Paris |
| DiCenso Stephen R. (Steve) | Boston |
| Dieguez Gabriela C. (Gabi) | New York |
| Dong Lynn F. | Seattle |
| Doran Phyllis A. | Philadelphia |
| Dukes Jeffery (Jeff) | Chicago |
| Dumbreck Nick J | London |
| Dunks Patrick J. (Pat) | Milwaukee |
| Dutt Rajeev | Chicago |
| Dyke Michelle D. | Tampa |
| Dyke Michelle D. | Tampa |
| Dziedzic Kathleen M. (Kathy) | Chicago |
| Ehrhardt John W. | New York |

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| Elshof Wouter | Amsterdam |
| Erickson Gerald R. | Minneapolis (EB) |
| Fedchak Paul M | Indianapolis |
| Fessler Todd P | Seattle |
| Filipek Troy | Milwaukee |
| Fisseha Abiy | Walnut Creek |
| Fitch Kathryn V. (Kate) | New York |
| Fleming Christine M. | Boston |
| Forbes David E. (Dave) | Little Falls NJ |
| Forray Susan | Milwaukee |
| Foster Denise | Seattle |
| Fox William J. (Will) | Seattle |
| Franken Peter | Amsterdam |
| Franzen Mark J. | Milwaukee |
| Frese Richard C. | Chicago |
| Friedrich Carl A. | Chicago |
| Frydrychowicz Marc A | Milwaukee |
| Ghazi Hassan | Washington DC |
| Giese Christopher J (Chris) | Milwaukee |
| Gilchrist Andrew | London |
| Gillespie Oliver | London |
| Giorgou Marcella R. | New York |
| Giorgou Marcella R. | New York |
| Girod Christopher S. (Chris) | San Diego |
| Glowacki Jonathan B | Milwaukee |
| Goetsch Eric | Milwaukee |
| Gordon Melissa A. (Missy) | Minneapolis |
| Gordon Richard L (Rick) | Philadelphia |
| Goring Karl | Boston |
| Grulkowski Travis | Milwaukee |
| Gueler Hector | Buenos Aires |
| Gueler Hector | Buenos Aires |
| Hagstrom Dale S. | New York |
| Hargrove Patricia A | Dallas |
| Harris Ronald G. (Ron) | Philadelphia |
| Harrison Graham (Sandy) | Philadelphia |
| Hart Kevin M | Milwaukee |
| Hart Susan K. (Sue) | Houston |
| Harte Victor P. | Little Falls NJ |
| Hastings Steven (Steve) | Seattle |
| Hayes David G | Atlanta |
| Hayne Roger M. | Los Angeles |
| Haynes Roscoe | Albany |
| Helwig Dawn E. | Chicago |
| Hendrickson Jonathan M. (Jon) | Phoenix |
| Herbold Jill S | Indianapolis |
| Herman Timothy (Tim) | Milwaukee |
| Herzfeld John | Boston |
| Hiemenz Kim K | Milwaukee |
| Higgins Jeffrey M. (Jeff) | Portland OR |
| Hill Timothy E. (Tim) | Chicago |
| Hines William C. | Boston |
| Hirabayashi Kohji | Tokyo |
| Hodge Charles | Dallas |
| Hoerig Mario | Düsseldorf |
| Hoffman Charles R. | Atlanta |
| Hoffmann Lars Michael | Düsseldorf |
| Hogan William V. (Bill) | Milwaukee |
| Holloway Richard W | Singapore |
| Hoshino Takanori (Taka) | Tokyo |
| Houchens Paul R. | Indianapolis |
| Hughes Kyle E | Dallas |
| Hulzel David R. (Dave) | Minneapolis (EB) |
| Hwang Cathy | Hong Kong |
| Ino Rikiya (Rick) | Tokyo |
| Inserra Luca | Madrid |
| Jackson Elizabeth Anne (Anne) | Indianapolis |
| Jacobs Wesley C | Milwaukee |
| Jacobson Michael E (Mike) | Milwaukee |

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| Jaffer Safder | Dubai |
| Jakobe Karl N. | Minneapolis (EB) |
| Jhu Edward (Ed) | Seattle |
| Jiang Guanjun | Shanghai |
| Johnson Andrew P. (Andy) | Boston |
| Jones Derek A. | New York |
| Jones Patricia (Patty) | Seattle |
| Joyce Kenneth E. (Ken) | Boston |
| Julga Lori | Milwaukee |
| Junus Novian | Seattle |
| Kaczmarek Stephen J. (Steve) | Hartford |
| Kahn Howard | New York |
| Kalberer Tigran | Zürich |
| Kalin Donna L. | New York |
| Kamenir Jeffrey R. (Jeff) | Chicago |
| Karls Chad | Milwaukee |
| Kawatkar Sanket | Mumbai |
| Kay Andrew | Dublin |
| Keating Jacqueline M. (Jackie) | Little Falls NJ |
| Keizur Craig | Seattle |
| Kelkar Ram V | Chicago |
| Kennerud David | Seattle |
| Kent Jeremy Pg | London |
| Killian Rachel W. | Atlanta |
| Killough Matthew G (Matt) | Boston |
| Kim Sung-Hoon | Seoul |
| Kingston Ann R. | Portland OR |
| Kipp Richard A. | Philadelphia |
| Kirk David | Cape Town |
| Klein Al M | Chicago |
| Knuth Catherine L | Milwaukee |
| Kobayashi Kazumasa | Tokyo |
| Koca Stephen J | Los Angeles |
| Kogut Christine K. (Chris) | Boston |
| König Bernhard | Zürich |
| Kopenski Frank | Milwaukee |
| Krzykowski Marcin | Warsaw |
| Kuebler Bradley G. (Brad) | Minneapolis (EB) |
| Kurban Scott | Denver |
| Kurtz Jason B. | New York |
| Lang David | Dallas |
| Lantz Nina M. | Portland OR |
| Larrabee Matt R | Portland OR |
| Lasry Alexandre | Paris |
| Lee Timothy D. (Tim) | Houston |
| Lee WenYee | Singapore |
| Leida Johann K (Hans) | Minneapolis |
| Leimkuhler Urban (Urb) | New York |
| Leitschkis Michael | Düsseldorf |
| Lespinasse Bertrand | Paris |
| Likkel Craig | Seattle |
| Liner David M (Dave) | Hartford |
| Linn Charles S. (Charlie) | Hartford |
| Linton Bret D | Boise |
| Lockwood Daren | Chicago |
| Lockwood Keith M | Marlborough MA (Chicago Satellite) |
| Lord Richard B. (Rich) | Los Angeles |
| Maeder Susan | Milwaukee |
| Mahany Mark S. | Hartford |
| Maher Paul J | Seattle |
| Marks Barry N. | New York |
| Martin Chris S | Milwaukee |
| Marzinsky Jeffrey T. (Jeff) | Albany |
| Matterson Wade C | Sydney |
| Mattie Lisa | Milwaukee |
| Mavalvala Mahrukh | Seattle |
| Mayne Lorraine W. | Salt Lake City |
| Mayne Lorraine W. | Salt Lake City |
| McCulloch Craig | Sydney |

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| McCune Janet M | Dallas |
| McGinty Sandra J. | Minneapolis (EB) |
| McGrath Michael A. (Mike) | Atlanta |
| Meerschaert John | Milwaukee |
| Melek Stephen P. (Steve) | Denver |
| Mesquida Fernando | Buenos Aires |
| Mesquida Fernando | Buenos Aires |
| Messer Bart K | Dallas |
| Meyer Robert J. (Bob) | New York |
| Mikhitarian Michael C. (Mike) | Albany |
| Mills Charles M. (Charlie) | Seattle |
| Millwood Timothy S. (Tim) | Atlanta |
| Mindel Max H | San Francisco |
| Mirkin David P. (Dave) | New York |
| Mitchell Randy S. | Dallas |
| Mitton Bruce R. | Portland OR |
| Mo Xiaohong | Chicago |
| Moeller Martha A. | New York |
| Mohoric Edward P. | Philadelphia |
| Mohoric Edward P. | Philadelphia |
| Moody Simon J | Milwaukee |
| Morgan Edward (Ed) | Zürich |
| Morin Mike | Dallas |
| Most William M. (Bill) | New York |
| Motiwalla Zohair A | Seattle |
| Moyer Richard | Seattle |
| Muller Stacey | Milwaukee |
| Mulvaney Mark W. | Denver |
| Mungan Kenneth P. (Ken) | Chicago |
| Murphy-Barron Catherine M. (Cathy) | New York |
| Myers Lisabeth K. (Liz) | Atlanta |
| MYTELKA CHRISTINE M | Indianapolis |
| Nandi Saumya P. (Sam) | Chicago |
| Naugle Andrew | Seattle |
| Nebout Jerome | Paris |
| Newton Derek F.B. | London |
| Ninomiya John K. | San Diego |
| Nommensen Robert C. (Bob) | Milwaukee |
| Nommensen Robert C. (Bob) | Milwaukee |
| Norris Douglas T (Doug) | Denver |
| Nowakowski Jason T. | Seattle |
| Nugent Timothy J (Tim) | Philadelphia |
| O'Connor James T. (Jim) | Chicago |
| Ogden David F. (Dave) | Milwaukee |
| Olleman Mark C. | Seattle |
| O'Malley Padraic | Dublin |
| Pahl Amy B. | Minneapolis |
| Pahl Amy B. | Minneapolis |
| Palmer Jeremy D. | Indianapolis |
| Pantely Susan | San Francisco |
| Parke Robert (Rob) | New York |
| Patel Deep | Chicago |
| Patel Neel J | Chicago |
| Pearl Chuck | Dallas |
| Peatrowsky Mike J. | Omaha |
| Perry Alan H. | Philadelphia |
| Pettit Christopher T. (Chris) | Indianapolis |
| Pfannerstill Larry | Milwaukee |
| Phelan Eamonn | Dublin |
| Pickering John M. | Seattle |
| Piper Brad J | Milwaukee |
| Pipich Robert J (Rob) | Philadelphia |
| Porter Scott F. | Philadelphia |
| Preppernau Ladd E. | Portland OR |
| Preppernau Scott D | Portland OR |
| Pritchett Troy J. | Salt Lake City |
| Pritchett Troy J. | Salt Lake City |
| Proebsting Douglas (Doug) | Milwaukee |
| Pushaw Bart | Dallas |

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| Pyenson Bruce S. | New York |
| Quant Danny Louis | Singapore |
| Rachlin Stuart D. (Stu) | Tampa |
| Rainey Donald K. (Don) | Los Angeles |
| Randles Merideth A. | Seattle |
| Ray Gregory A | Chicago |
| Rebers Dwight D. | Chicago |
| Rebers Dwight D. | Chicago |
| Reid Brian | Seattle |
| Renzi Patricia L. (Pat) | New York |
| Reynolds Craig W. | Seattle |
| Richardson Arlene M. | Boston |
| Robert Vincent | London |
| Roberts Craig A | Seattle |
| Roeger John R. | Chicago |
| Roodbol Laurens | Amsterdam |
| Routhenstein Alan J | New York |
| Rudolph Karen K. | Omaha |
| Rueschhoff Daniel (Dan) | Seattle |
| Rueschhoff Gregg | Omaha |
| Russ Jason L. | New York |
| Ryan Thomas A. (Tom) | New York |
| Sacia Kent J. | Seattle |
| Sagoenie Rajish K | Amsterdam |
| Salazar Camilo J | Chicago |
| Saucier Kenneth A. (Ken) | Hartford |
| Sayre William M. (Bill) | Little Falls NJ |
| Scalf Kenneth A. (Ken) | Atlanta |
| Schenck Adam H | Chicago |
| Schlude Raymond T. (Ted) | Chicago |
| Schmidt Robert L. | Boise |
| Schmidt Robert L. | Boise |
| Schmitz Allen (Al) | Milwaukee |
| Schmitz Michael (Mike) | Milwaukee |
| Schreiber Steven (Steve) | New York |
| Schuster Chad M | Chicago |
| Schwartz Althea A. | Hartford |
| Schwartzman Joy A. | New York |
| Sciborski Jason K | Milwaukee |
| Scott Sheri Lee | San Francisco |
| Sent Stephanie | Seattle |
| Serant Eric | Paris |
| Shapland Mark R. | Dubai |
| Sheldon Andrea R. | Hartford |
| Sherman Nathan D. (Nate) | Portland OR |
| Sielman Rebecca A. (Becky) | Hartford |
| Silverman Stuart H. | New York |
| Silverstein Jim M | Chicago |
| Simcox Mary E. | Little Falls NJ |
| Simon David A. | Little Falls NJ |
| Simpson Philip (Phil) | London |
| Sinnott Paul E | Hong Kong |
| Skow Kevin D. | Minneapolis (EB) |
| Skwire Daniel D. | Portland ME |
| Slutzky Marc | New York |
| Smith Jean E. | Little Falls NJ |
| Snook Thomas D. (Tom) | Phoenix |
| Sobel Uri N | Little Falls NJ |
| Speer Jason E | Omaha |
| Speer Jason E | Omaha |
| Spell Darrell D. | Tampa |
| Spell Darrell D. | Tampa |
| Stanley Dennis L. (Denny) | London |
| Stoltzfus James G. (Jim) | Philadelphia |
| Stoltzfus James G. (Jim) | Philadelphia |
| Stone Robert (Rob) | Indianapolis |
| Struzzieri Paul J. | New York |
| Studebaker Brian | Milwaukee |
| Sturdivan Peter R. (Pete) | Portland OR |

Milliman Principals as of December 1, 2016

| Name | Office |
|---|---|
| Sturm Michael G. (Mike) | Milwaukee |
| Sudduth Michael A. (Mike) | St. Louis |
| Sun Peter | Chicago |
| Svajgl Kamilla | Chicago |
| Swanson Brett L | Milwaukee |
| Taillieu Fabrice | Paris |
| Taino Lily | Chicago |
| Tait Christopher (Chris) | Philadelphia |
| Taranto Suzanne | New York |
| Taranto Suzanne | New York |
| Tedesco Kara E. | Albany |
| tenBroek Heidi E | Seattle |
| tenBroek Heidi E | Seattle |
| Theodore Daniel (Dan) | New York |
| Thoen Franklin N. (Frank) | Seattle |
| Thompson William J. (Bill) | Hartford |
| Togashi Tae | Tokyo |
| Trachtman Ricardo (Ricky) | Chicago |
| Trieb Mark A. | Dallas |
| Tumlinson Jim E | Houston |
| Upchurch Ben L. | Atlanta |
| Vaag Vanessa M. | Little Falls NJ |
| Van Den Bos Jill | Denver |
| van der Heijde Mary K | Denver |
| Van Domelen Laura J. | Denver |
| Verheugen Henny | Amsterdam |
| Visser Dale | Chicago |
| Wachenheim Leigh M. | Minneapolis |
| Wade Daniel (Dan) | Seattle |
| Wadia Zorast | New York |
| Wang David | Seattle |
| Ward Russell | London |
| Warren Katherine A. (Kathy) | Philadelphia |
| Watkins Nancy P. | San Francisco |
| Weatherford Robert M. (Bob) | Portland OR |
| Wehner Joel | Houston |
| Weilant Michael E (Mike) | Tampa |
| Weilant Michael E (Mike) | Tampa |
| Wells Gary | London |
| Weltz Scott A. | Milwaukee |
| Whalen Thomas M. (Tom) | Hartford |
| White Courtney R. | Atlanta |
| White Stephen A. (Steve) | Seattle |
| Wick Peter G. (Pete) | Milwaukee |
| Wicker Amy | Dallas |
| Wilder Timothy J. (Tim) | San Diego |
| Wilmes Arthur L. (Art) | Indianapolis |
| Winterhof Bruce W. | Chicago |
| Wong Kai-Yip (Simon) | Atlanta |
| Wong Wing F. | Hong Kong |
| Wood Christopher R. (Tiff) | Portland OR |
| Wright Richard A. (Rich) | San Francisco |
| Wright Richard A. (Rich) | San Francisco |
| Wukitsch John B. | Albany |
| Yang Yiping | Chicago |
| Yi Rong | New York |
| Zacheis Laird D. | Chicago |
| Zebolsky Gregory T. | Omaha |
| Zebolsky Gregory T. | Omaha |
| Zwiener Michael J. (Mike) | St. Louis |

## AMENDMENT NO. 2

AMENDMENT No. 2 (together with any appendices or exhibits hereto, this "Amendment No. 2") dated as of the date (the "Effective Date") that this Amendment No. 2 is executed by Nassau County, 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 Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQBU13000001 between the County and the Contractor (the "Original Agreement"), the Contractor provides actuarial valuation services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 1, 2012 until November 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County had the option to renew the Original Agreement under the same terms and conditions for two (2) additional two (2) year periods (the "Original Term"); and

WHEREAS, the County and the Contractor have previously executed AMENDMENT NO. 1 renewing the term of the Original Agreement for a period of two (2) years expiring on November 30, 2016; and

WHEREAS, the amount to be paid to the Contractor as full consideration for the Contractor's Services under the Original Agreement was Eighty Thousand Nine Hundred and Twenty-Seven Dollars ($80,927.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) remaining two (2) year option to renew and amend the Services.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment No. 2, shall be November 30, 2018, subject to earlier termination as provided for under the Original Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement, shall be increased by Eighty Thousand Nine Hundred Twenty-Seven Dollars ($80,927.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement as amended and renewed by

AMENDMENT No. 1 and AMENDMENT No. 2 shall be Two Hundred Forty Two Thousand Seven Hundred Eighty-One Dollars ($242,781.00) (the "Amended Maximum Amount").

3. Services. The Contractor shall continue to provide Actuarial Valuation Services, as more fully described under the Original Agreement, for the years 2016 and 2017, except that Actuarial Valuation Services will no longer be necessary for the obligations of the Nassau Health Care Corporation.

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

[Remainder of Page Intentionally Left Blank.]

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

MILLIMAN, INC.

By: Richard L. Gordon
Name: Richard L. Gordon
Title: Principal and Consulting Actuary
Date: 11/2/2016

NASSAU COUNTY

By: _____
Name: _____
Title: County Executive

☐ Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Pennsylvania)
COUNTY OF ~~NASSAU~~ Chester) ss.:

On the 2nd day of November in the year 2016 before me personally came Richard L. Gordon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bucks; that he or she is the Principal of Milliman, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Constance DiJiosia

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance DiJiosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

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

On the ____ day of _____ 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 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

# Summary of Insurance Contract

**Sent to:** To Whom It May Concern

We, the undersigned Insurance Brokers, hereby verify that Indian Harbor Insurance Company and Various Insurance Companies have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the date hereof:

| | |
|---|---|
| **Type of Insurance:** | Professional Indemnity Insurance |
| **Name of Assured:** | MILLIMAN, INC. and others, as more fully described in the Policy. |
| **Policy No.:** | MPP 0032180 06 |
| **Insurer(s):** | Indian Harbor Insurance Company and Various Insurance Companies |
| **Period:** | 12:01 a.m. July 1, 2016 to 12:01 a.m. July 1, 2017 |
| **Limit:** | Not less than US$1,000,000 |
| **Geographical Limitation:** | Worldwide Coverage |
| **Cancellation Notice:** | Not applicable. The Policy is non-cancellable, as more fully described in the Policy. |

Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. The issuance of this document does not make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

**Date:** July 6, 2016

*Aon Risk Services Northeast, Inc.*

**Aon Risk Solutions** | Specialty | Professional Services
199 Water Street | 9th Floor | New York, NY 10038 | USA
t +1.212.441.1000 | f +1.212.441.1921 | www.aon.com
Aon Risk Services Northeast, Inc.

515-2014

SERGIO BLANCO

NIFA

# Nassau County Interim Finance Authority

## Contract Approval Request Form

**(All contracts submitted on or after March 1, 2012)**

**1. Contracting Parties:** Milliman's Inc. CLBU14000007

**2. Dollar amount requiring approval:** $ 80,927

This is a _____ New contract _____ Advisement __X__ Amendment

If new contract - $ amount should be full amount of contract
If advisement -- NIFA only needs to review if it is increasing funds on a previously approved contract
If amendment - $ amount should be full amount of amendment only

**3. Contract Term:** 12/1/2014 – 11/30/2016

Has work or services on this contract commenced? ____ Yes __X__ No

If yes, please explain: _____

**4. Funding Source:**

__X__ General Fund (GEN)
____ Police District Fund (PDD)
____ Police Headquarters Fund (PDH)
____ Fire Commission Fund (FCF)
____ Sewer & Storm Water Fund (SSW)
____ Capital Improvement Fund (CAP)
____ Red Light Camera Fund (RLC)
____ Public Utility Authority (PUA)
____ Grant Fund (GRT)
Federal % _____
State % _____
County % _____

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

To provide Actuarial services.

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

| | | | |
|---|---|---|---|
| Nassau County Attorney | ____ Yes | ✓ No | ____ N/A |
| Nassau County Committee and/or Legislature | ____ Yes | ✓ No | ____ N/A |

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

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

| |
|---|
| None |

8. **Do there remain sufficient funds within the budget to pay for this item?**

__X__ Yes
_____ No
_____ Unknown

9. **After the amount requested herein is deducted, are there sufficient funds remaining for <u>future</u> expenses anticipated from this budget line?**

X___ Yes
_____ No
_____ Unknown

10. **If this is a grant item, are matching funds or retention of personnel required?**

_____ Yes, matching funds
_____ Yes, retention of personnel is required
_____ Yes, both
_____ No

**NOTE:**

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

## AUTHORIZATION

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

| Signature | Title | Date |
|---|---|---|
| | ACTING BUDGET DIRECTOR | 11/17/14 |

Roseann, D'Alleva

Print Name

## COMPTROLLER'S OFFICE

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

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

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

| Signature | Title | Date |
|---|---|---|
| | Chief Deputy | 11/18/14 |

STEVEN L. LABRIOLA

Print Name

## NIFA

Amount being approved by NIFA: $80,927

| Signature | Title | Date |
|---|---|---|
| | Chief Administrator | 12/2/14 |

Laurel Boucher

Print Name

**All contract submissions MUST include the County's own routing slip.**

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

Contract ID#: CQBU13000001

Department: OMB

# Contract Details

SERVICE: ~~Legal Aid Society~~ Actuarial Consulting Services

NIFS ID #: CLBU14000007 NIFS Entry Date: 10/30/14 Term: 12/1/14 - 11/30/16

| | |
|---|---|
| New ☐ Renewal ☒ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No X |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☐ | No X |
| 5) Insurance Required | Yes X | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name Milliman, Inc. | Vendor ID# 910675641 |
| Address 1550 Liberty Ridge Drive, Ste. 200<br>Wayne, NJ 19087-5572 | Contact Person Robert LaMontagne |
| | Phone 610-687-5644 |

| County Department |
|---|
| Department Contact Robert Conroy |
| Address 1 West Street, 5th Floor<br>Mineola, New York 11501 |
| Phone 516-571-6335 |

# Routing Slip

| DATE Rec'd | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| 10/21/14 | Department | NIFS Entry (Dept) ☑<br>NIFS Appvl (Dept. Head) ☐ | 10/21/14 | | |
| | OMB | NIFS Approval ☐ | 10/21/14 | | Yes ☐ No ☑ |
| 10/22/14 | County Attorney | CA RE&I Verification ☑ | 10/22/14 | | |
| | County Attorney | CA Approval as to form ☐ | 10/23/2014 | | Yes ☐ No ☒ |
| | LEG Legislative Affairs | Fw'd Original K to CA ☐ | | | |
| | LEG Rules ☐ / Leg. ☐ | ☐ | | | |
| | County Attorney | NIFS Approval ☐ | 10/23/2014 | | |
| | County Comptroller | NIFS Approval ☑ | 11/13/14 | | 11/13/14 |
| | County Executive | Notarization ☐<br>Filed with Clerk of the Leg. ☐ | 10/27/14 | | |

PR5254 (8/03)

Contract ID#: CQBU13000001

Department: OMB

## Contract Summary

Description: Contract Amendment #1 to the Original Agreement between Nassau County and Milliman Inc.

Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled" Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.

**Method of Procurement:**
In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3,2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on those criteria, a firm was selected pursuant to the RFP that was Issued.

**Procurement History:** Milliman has been providing actuarial services to Nassau County since 2012.

**Description of General Provisions:** The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.

**Impact on Funding / Price Analysis:** $80,927.

**Change in Contract from Prior Procurement:** No change.

**Recommendation:** Approve as submitted.

**Advisement Information**

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 10 |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | 500 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | |
| County | $80,927 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $80,927 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | BUGEN1000DE500 | $80,927 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $80,927 |

APPROVED: 10/22/14

MANAGER SECTION

Document Prepared By: Irfan Qureshi

Date: 10/21/2014

10/29/14

PR5254 (8/03)

Contract ID#: CQBU13000001

Department: OMB

| NIFS Certification | Comptroller Certification | County Executive Approval |
|---|---|---|
| I certify that this document was accepted into NIFS. | I certify that an encumbered balance sufficient to cover this contract is present in the appropriation to be charged. | Name |
| Name | Name | Date |
| Date 11/13/14 | Date 11/12/14 | *(For Office Use Only)* E #: |

PR5254 (8/03)

*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:** Milliman Inc.

**CONTRACTOR ADDRESS:** 1550 Liberty Ridge Drive, # 200, Wayne, NJ 19087

**FEDERAL TAX ID #:** 91-0675641

---

***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. [x] This is a renewal, extension or amendment of an existing contract. Please See Attached.**

The contract was originally executed by Nassau County on 12-31-2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____

_____

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

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

~~X A. The Legal Aid Society is a sole provider in Nassau County of mandated legal services to indigents by staff employees. The County also contracts with 18-b panel to handle over-flow and conflict cases. Please see routing slip.~~

DSG

☐ **B.** Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.

☐ **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**

10/21/14

**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. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, 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 Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQBU13000001 between the County and the Contractor (the "Original Agreement"), the Contractor provides actuarial valuation services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2012 until November 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for two (2) additional two (2) year periods (the "Original Term"); and

WHEREAS, the amount to be paid to the Contractor as full consideration for the Contractor's Services under the Original Agreement shall be Eighty Thousand Nine Hundred and Twenty Seven Dollars ($80,927.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) remaining two (2) year options to renew and amend the Services.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be November 30, 2016, subject to earlier termination as provided for under the Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Eighty Thousand Nine Hundred Twenty-seven Dollars ($80,927.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Sixty One Thousand Eight Hundred and Fifty Four Dollars ($161,854.00) (the "Amended Maximum Amount").

3. Services. The Contractor shall continue to provide Actuarial Valuation Services, as more fully described under the Original Agreement, for the years 2014 and 2015, except that Actuarial Valuation Services will no longer be necessary for the obligations of the Nassau Health Care Corporation.

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

[Remainder of Page Intentionally Left Blank.]

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

MILLIMAN, INC.

By: _____
Name: Robert J. LaMontagne
Title: Principal & Consulting Actuary
Date: 10/14/14

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive

☒ Deputy County Executive

Date: 10/29/14

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~ Pennsylvania)
COUNTY OF ~~NASSAU~~ Chester )ss.:

On the 14th day of October in the year 2014 before me personally came Robert J. LaMontagne to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Chester; that he or she is the Principal of Millman, 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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Michele L. McKinney, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Sept. 8, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Michele L. McKinney

MICHELE L. MCKINNEY
COMMONWEALTH OF PENNSYLVANIA
NOTARY PUBLIC

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

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

Contract ID#: CQBU1300001 Department: OMB

E-4-13

## Contract Details

SERVICE: Actuarial Consulting Services

NIFS ID # CQBU1300001 NIFS Entry Date: 12/31/12 Term: from Dec 1, 2012 to Nov 30, 2014

| | |
|---|---|
| New X Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes X ☐ | No |
| 2) Comptroller Approval Form Attached: | Yes X | No ☐ |
| 3) CSEA Agreement § 32 Compliance Attached: | Yes ☐ | No X |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes X | No ☐ |
| 5) Insurance Required | Yes X | No ☐ |

## Agency Information

| Vendor | | County Department |
|---|---|---|
| Name: Milliman Inc. | Vendor ID#: 910675641 | Department Contact: Robert Conroy |
| Address: 1550 Liberty Ridge Drive, Suite 200, Wayne, PA 19087-5572 | Contact Person: Robert LaMontagne | Address: Office of Management and Budget, One West Street, Mineola, NY 11501 |
| | Phone: (610) 687-5644 | Phone: (516) 571-6335 |

## Routing Slip

| DATE | DEPARTMENT | Internal Verification | DATE | SIGNATURE | Leg. Approval Yes Required |
|---|---|---|---|---|---|
| | Department | NIFS Entry (Dept) ☑ NIFS Appvl (Dept. Head) ☐ Contractor Registered | 12/31/12 | | |
| | OMB | NIFS Approval (Contractor Registered) ☐ | 12/30 | | Yes ☑ No ☐ Not required if blanket resolution |
| | County Attorney | CA RE & Insurance Verification ☐ | 12/31/12 | | |
| | County Attorney | CA Approval as to form ☑ | 12/31/12 | | Yes ☑ No ☐ |
| | Legislative Affairs | Fw'd Original Contract to CA ☐ | | | |
| | County Attorney | NIFS Approval ☐ | | | |
| | Comptroller | NIFS Approval ☐ | | | |
| | County Executive | Notarization ☐ Filed with Clerk of the Leg. ☐ | 12/31/12 | | |

PR5254 (1/06)

Contract ID#: _____ Department: _____

# Contract Summary

**Description:**

**Purpose:**
The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. I t required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.

**Method of Procurement:**
In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3, 2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Copropration and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee . The committee than met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on these criteria, a firm was selected pursuant to the RFP that was issued.

**Procurement History:**
This is not a new contractor

**Description of General Provisions:**
The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.

**Impact on Funding / Price Analysis:**
$80,927

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

**Recommendation: (approve as submitted)**

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | 10 |
| Resp: | 1000 |
| Object: | DE |
| Transaction: | 500 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXXX |
| County | $80,927 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $80,927 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | BUGEN1000 DE500 | $80,927 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| TOTAL | | $80,927 |

Document Prepared By: _____ Date: _____

PR5254 (1/06)

Contract ID#: _____ Department: _____

| 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 12/31/12 |
| Date | Date | (For Office Use Only) E #: |

PR5254 (1/06)

FAML6450 V4.2 NIFS PRODUCTION SYSTEM 12/31/2012
LINK TO: ORGANIZATION SUMMARY INQUIRY 10:24 AM
ACTIVE

BALANCE (Y,M,Q,A) : Y FUNDING PERIOD : CURRENCY CODE :
FISCAL MO/YEAR : 12 2012 DEC 2012
INDEX :
ORGANIZATION : BU OFFICE OF MANAGEMENT AND BUDGET
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

| S | OBJECT | DESCRIPTION | BUDGET | ACTUAL | ENCUMBERED | BALANCE |
|---|---|---|---|---|---|---|
| | DE | CONTRACTUAL SERVIC | 3,361,417 | 1,450,682 | 974,286 | 936,449 |
| | GA | LOCAL GOVT ASST PR | 62,852,361 | 26,876,802 | | 35,975,559 |
| | HF | INTER-DEPARTMENTAL | 5,947,211 | 310,717 | | 5,636,494 |
| | HC | NHC ASSN EXP - NAS | 13,000,000 | 13,000,000 | | |
| | NA | NCIFA EXPENDITURES | 2,025,000 | | | 2,025,000 |
| | 49 | LONG BEACH PAYMENT | 106,233 | 106,233 | | |
| | 52 | FD-LIDO/PT LOOKOUT | 5,775 | 5,775 | | |

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

*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:** **Milliman Inc.**

**CONTRACTOR ADDRESS:** **1550 Liberty Ridge Drive, Suite 200, Wayne, PA 19087-5572**

**FEDERAL TAX ID#: 91-0675641**

---

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

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

**II. ☒ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on October 3, 2012. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County's web-site. Proposals were due on November 9, 2012. Three proposals were received and evaluated. The evaluation committee consisted of Robert Conroy, Ann Hulka and Steven Conkling. 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 _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. X 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 was judged to be able to perform more quickly than the 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.

***<u>In addition</u>, 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**

12/18/12

**Date**

***<u>NOTE:</u> 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*

# MEMORANDUM

To: Tim Sullivan, Deputy County Executive for Finance

From: Robert Conroy, Deputy Budget Director

Subject: Proposed Personal Services Agreement with Milliman, Inc.
Actuarial Consulting Services in regards to the County's 2012 and 2013 GASB 45 OPEB Valuations (Post-Retirement Benefits other than Pensions)

Date: December 14, 2012

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On October 3, 2012 the County issued a Request for Proposals (RFP) to provide actuarial consulting services to the County and certain related entities (Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau Interim Finance Authority). The RFP was posted on the County's website and advertised in Newsday. Proposals were originally due on October 26, 2012 but due to a low response rate was extended to November 9, 2012.
The services to be provided will include, but not be limited to:

- Prepare Actuarial Valuations to comply with GASB 45 every two years and prepare estimates for intervening years
- Provide certification that the Valuation was conducted in accordance with GASB 45 standards
- Respond to any requests from the County's outside auditor
- Assist the County in responding to data requests from other government agencies and any other interested parties
- Attend meetings as requested to discuss GASB 45 and related issues

Proposals were received from the following firms: Milliman, Inc, The Segal Group, Inc and the Howard B. Nyhart Company, Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people from the Office of Management and Budget: Robert Conroy, Ann Hulka and Steven Conkling. The proposals were evaluated based on the following criteria:

- **Proposal Offeror's History and Service Background**

  This review will address the following questions:

  Does the proposal demonstrate a successful service history?
  Does the firm's organization and experience demonstrate the capacity to provide the services that are required?
  Has the firm performed successfully in the past on projects of similar siza and scope?

- **Readiness to implement the Program**

  This refers to the amount of time required for the firm to begin providing the RFP services and should answer the following questions:

  Does the firm demonstrate the ability to provide RFP services immediately upon request or within the time frames established by the County?
  Does the firm demonstrate the ability to implement the project within reasonable time frames?
  Will subcontracts be needed?

- **Proposal Conciseness, Completeness and Clarity of Presentation**

  Under this criteria, the following questions would be addressed:

  Is the proposal concise in terms of it being marked by brevity of expression and statement and free from elaboration and superfluous detail?
  Does the proposal contain all elements identified in the RFP?
  Does the proposal clearly represent the firm's capabilities?

- **Cost of Overall Project**

  This considers whether the proposed charge is financially viable as well as cost effective. Viability means that the projected costs are sufficient to allow for adequate results to be achieved. Cost effectiveness means that the costs are sufficient to ensure adequate results without being inordinately expensive.

- **Adequacy of Program Design**

  This is a review of the proposal as a whole, paying particular attention to the firm's specific approach and plans for accomplishing the work in the RFP:

  What is the firm offering to do for the County and how does the firm plan to accomplish this?
  Are the tasks consistent with the purpose of the RFP?
  Does each of the tasks or activities support the performance of RFP services?
  Is the program design complete, consistent and feasible?

- **Other Factors**

  Any other information that would assist the County in the selection process.

  Does the firm offer any other information that would help the selection process?
  Does the firm's response make it different from other firms?
  Has the firm proposed approaches and cost containment measures not included in other areas of the RFP? Are they appropriate and/or reasonable?

**Recommendation**

Although the proposed fee from Milliman, Inc was higher than the other Proposer's (see chart below), the Committee felt that based on recent experience the County has had with Milliman, Milliman would be best suited to handle this engagement. This firm was called in on an emergency basis to provide the 2011 valuation and did so in an extremely expeditious and professional manner given the difficult circumstances at the time.

| Firm | Average Hourly Rate | Number of Hours | Total Estimated Fees | Estimated Expenses | Total Estimated Costs |
|---|---|---|---|---|---|
| Milliman, Inc | 282.14 | 284 | 80,128 | 800 | 80,928 |
| The Howard E. Nyhart Company, Inc. | 209.52 | 294 | 61,600 | 3,000 | 64,600 |
| The Segal Company | 296.42 | 151 | 44,760 | 0 | 44,760 |

Please let me know if you need any additional information.

C: Richard R. Walker, Chief Deputy County Executive
Conal Denion, Bureau Chief, Office of County Attorney

Nassau County Office of Management and Budget
Evaluation Scoring Grid
RFP # BU0617-1122 (Actuarial Consulting Services)

Milliman

Rankings - Score from 1 - 10

| | Cost of Overall Project | Readiness to Implement the Program | Proposal Offeror's History and Service Background | Proposal Conciseness, Completeness and Clarity of Presentation | Adequacy of Program Design | Other Factors | Totals |
|---|---|---|---|---|---|---|---|
| Suggested Weights | 0.15 | 0.25 | 0.25 | 0.2 | 0.1 | 0.05 | 1 |
| **Committee Member Scoring** | | | | | | | |
| Robert Conroy | 6 | 9 | 10 | 9 | 9 | 9 | 52 |
| Ann Hulka | 5 | 8 | 9 | 9 | 8 | 9 | 48 |
| Steve Conkling | 4 | 8 | 10 | 8 | 9 | 9 | 48 |
| Total Possible | 1.5 | 2.5 | 2.5 | 2 | 1 | 0.5 | 10 |
| **Total Scores** | | | | | | | |
| Robert Conroy | 0.9 | 1.35 | 1.5 | 1.35 | 1.35 | 1.35 | 7.8 |
| Ann Hulka | 0.75 | 1.2 | 1.35 | 1.35 | 1.2 | 1.35 | 7.2 |
| Steve Conkling | 0.6 | 1.2 | 1.5 | 1.2 | 1.35 | 1.35 | 7.2 |
| | | | | | | | 0 |
| Totals | 2.25 | 3.75 | 4.35 | 3.9 | 3.9 | 4.05 | 22.2 |
| Total Possible Scores - Committee | 4.5 | 7.5 | 7.5 | 6 | 3 | 1.5 | 30 |
| Total Actual Scores - Committee | 2.25 | 3.75 | 4.35 | 3.9 | 3.9 | 4.05 | 22.2 |

Nassau County Office of Management and Budget
Evaluation Scoring Grid
RFP # BU0617-1122 (Actuarial Consulting Services)

Segal

Rankings - Score from 1 - 10

| | Cost of Overall Project | Readiness to Implement the Program | Proposal Offeror's History and Service Background | Proposal Conciseness, Completeness and Clarity of Presentation | Adequacy of Program Design | Other Factors | Totals |
|---|---|---|---|---|---|---|---|
| Suggested Weights | 0.15 | 0.25 | 0.25 | 0.2 | 0.1 | 0.05 | 1 |
| **Committee Member Scoring** | | | | | | | |
| Robert Conroy | 10 | 8 | 7 | 7 | 8 | 7 | 47 |
| Ann Hulka | 10 | 7 | 6 | 7 | 7 | 7 | 44 |
| Steve Conkling | 10 | 6 | 6 | 8 | 7 | 7 | 44 |
| Total Possible | 1.5 | 2.5 | 2.5 | 2 | 1 | 0.5 | 10 |
| **Total Scores** | | | | | | | |
| Robert Conroy | 1.5 | 1.2 | 1.05 | 1.05 | 1.2 | 1.05 | 7.05 |
| Ann Hulka | 1.5 | 1.05 | 0.9 | 1.05 | 1.05 | 1.05 | 6.6 |
| Steve Conkling | 1.5 | 0.9 | 0.9 | 1.2 | 1.05 | 1.05 | 6.6 |
| | | | | | | | 0 |
| Totals | 4.5 | 3.15 | 2.85 | 3.3 | 3.3 | 3.15 | 20.25 |
| Total Possible Scores - Committee | 4.5 | 7.5 | 7.5 | 6 | 3 | 1.5 | 30 |
| Total Actual Scores - Committee | 4.5 | 3.15 | 2.85 | 3.3 | 3.3 | 3.15 | 20.25 |

Nassau County Office of Management and Budget
Evaluation Scoring Grid
RFP # BU0617-1122 (Actuarial Consulting Services)

NYHART

Rankings - Score from 1 - 10

| | Cost of Overall Project | Readiness to Implement the Program | Proposal Offeror's History and Service Background | Proposal Conciseness, Completeness and Clarity of Presentation | Adequacy of Program Design | Other Factors | Totals |
|---|---|---|---|---|---|---|---|
| Suggested Weights | 0.15 | 0.25 | 0.25 | 0.2 | 0.1 | 0.05 | 1 |
| **Committee Member Scoring** | | | | | | | |
| Robert Conroy | 7 | 7 | 7 | 6 | 7 | 8 | 42 |
| Ann Hulka | 7 | 8 | 8 | 6 | 6 | 7 | 42 |
| Steve Conkling | 6 | 6 | 6 | 7 | 6 | 8 | 39 |
| Total Possible | 1.5 | 2.5 | 2.5 | 2 | 1 | 0.5 | 10 |
| **Total Scores** | | | | | | | |
| Robert Conroy | 1.05 | 1.05 | 1.05 | 0.9 | 1.05 | 1.2 | 6.3 |
| Ann Hulka | 1.05 | 1.2 | 1.2 | 0.9 | 0.9 | 1.05 | 6.3 |
| Steve Conkling | 0.9 | 0.9 | 0.9 | 1.05 | 0.9 | 1.2 | 5.9 |
| | | | | | | | 0 |
| Totals | 3 | 3.15 | 3.15 | 2.85 | 2.85 | 3.45 | 18.45 |
| Total Possible Scores - Committee | 4.5 | 7.5 | 7.5 | 6 | 3 | 1.5 | 30 |
| Total Actual Scores - Committee | 3 | 3.15 | 3.15 | 2.85 | 2.85 | 3.45 | 18.45 |

RULES RESOLUTION NO. – 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND MILLIMAN INC.

WHEREAS, the County has negotiated a personal services agreement with Milliman Inc., to provide the County with Actuarial Valuation services, to provide actuarial reports and certifications for each valuation, and respond to standard auditor-type requests for all named entities, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Milliman Inc.

AGREEMENT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

W I T N E S S E T H:

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

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

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

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

1. Term. This Agreement shall commence on December 1, 2012 and shall terminate on November 30, 2014, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional two (2) year periods.

2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of the following: The Contractor will provide the County with Actuarial Valuation services regarding the obligations of the County, Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau County Interim Finance Authority for Government Accounting Standards Board Standard No. 45, and will develop a complete valuation for 2012, develop the County's liability as required for GASB Statement No. 45 for 2012 and related annual data, will provide actuarial reports and certifications for each valuation, and respond to standard auditor-type requests for all of the above named entities.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be Eighty Thousand Nine Hundred and Twenty Seven Dollars ($80,927.00). Compensation for the Contractor's Services shall be paid as follows: the rate for actuarial work performed by Robert LaMontagne to be billed at the rate of $425.00 per hour; for work performed by Scott Porter to be billed at the rate of $382.00 per hour, for work performed by Richard Gordon to be billed at the rate of $295.00 per hour and work performed by Analysts of Milliman to be billed at the rate of $220.00 per hour. The

Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the County's bill paying procedures, including review and approval of a claim voucher by the County Comptroller's Office. The provisions of this Section shall control over any inconsistent provisions in any appendix or exhibit to this Agreement.

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

(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.

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

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement 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.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be confidential, held in confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall, if legally permissible, promptly notify the County so that the County may take such action as it deems appropriate. The confidentiality obligations of the Contractor set forth above shall not apply to any information of the County which: (i) was in the

public domain at the time of the County's communication thereof to the Contractor; (ii) enters the public domain through no breach of this provision subsequent to the time of the County's communication thereof to the Contractor; (iii) was in the Contractor's possession free of any obligation of confidentiality at the time of the County's communication thereof to the Contractor; or (iv) is developed by the Contractor completely independent from the information of the County. For clarity, these exceptions are not intended to apply to information of the County that is provided to Milliman by a third party which Milliman knows or should reasonably know to be confidential.

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

7. Ownership of Records. All County Information provided to the Contractor by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County, provided that the Contractor may maintain one copy of any County Information in order to comply with applicable work product documentation standards, subject to the confidentiality obligations contained in section 6(d) above.

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 applicable professional standards 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) Subject to the Limitation of Liability contained in Section 10, below, the Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of 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. The provisions of this Section shall survive the termination of this Agreement.

(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 Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

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

10. Limitation of Liability. Contractor will perform all services in accordance with applicable professional standards. The parties agree that any liability of Contractor, its officers, directors, agents and employees, to the County for services rendered under this Agreement, under any theory of law including negligence, tort, breach of contract or otherwise shall be limited to one million dollars ($1,000,000). In no event shall Contractor be liable for lost profits of County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.

11. No Third Party Distribution. Contractor's work is prepared solely for the use of County in connection with the audit of its annual financial statements. Contractor's work may not be provided to third parties, other than Deloitte and Touche, or as required by law, without Contractor's prior written consent, not to be unreasonably withheld or delayed. Contractor does not intend to benefit any third party recipient of its work product, even if Contractor consents to the release of its work product to such third party. For the avoidance of doubt, this Section 11 is not intended to restrict the County from sharing information generated by Milliman under this Agreement with third parties for its own municipal needs, provided that the County does not forward Milliman's complete work product and does not attribute the information shared to Milliman.

12. Dispute Resolution. In the event of any dispute arising out of or relating to the engagement of the Contractor by the County, the parties will attempt in good faith to resolve such dispute within thirty (30) days after receipt of such notice by negotiations between senior executives/officials of the parties who have settlement authority. If the dispute has not been resolved within such thirty day period, the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, at the sole cost of the Contractor. The arbitration shall take place in Nassau County, New York before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The Contractor shall bear the total cost of the arbitration.

13. Insurance. (a) The Contractor and its Agents shall obtain and maintain throughout the term of this Agreement, in a form acceptable to the County and at the Contractor's 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 claim and two million dollars ($2,000,000) aggregate coverage,, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per claim , (iii) compensation insurance for the benefit of the Contractor's employees, 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. 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 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

(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 (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

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

14. 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.

15. 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 Department (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 Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

16. 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.

17. 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 Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

18. 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.

19. 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.

20. 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 Department, to the attention of the Commissioner at the address specified above for the Department, (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.

21. 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, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law and 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.

22. 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.

23. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty-Six Dollars ($266.00) 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.

24. 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.

25. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

MILLIMAN, INC.

By: _____
Name: Robert T. LaMontagne
Title: Principal
Date: 12/31/12

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

Pennsylvania
STATE OF ~~NEW YORK~~)
Chester )ss.:
COUNTY OF ~~NASSAU~~ )

On the 31st day of December in the year 2012 before me personally came Robert J. Lamontagne to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Chester; that he or she is the Principal of Millway, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Andrea Chisholm, Notary Public
Upper Darby Twp., Delaware County
My Commission Expires Aug. 30, 2014

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

On the _____ day of _____ in the year 2012 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

## Appendix 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"), Contractor hereby certifies the following:

1. The chief financial officer of Contractor is:

   William Pedersen (Name)

   1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 (Address)

   206-504-5601 (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 ___X___ 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 ___X_ 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.

12/31/2012
Dated

Signature of Chief Financial Officer

William S Ledesma
Name of Chief Financial Officer

Sworn to before me this
31st day of December, 2012.

Beth E Eidinger
Notary Public

BETH E. EIDINGER
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 19, 2016

## Milliman, Inc. Directors & Officers – 5/3/2012

| | Title | Name | Business Address |
|---|---|---|---|
| | Director | Brian Z. Brown<br>+1 262 784 2250 | 15800 Bluemound Road, Suite 400<br>Brookfield, WI 53005-6069 |
| | Practice Director<br>Employee Benefits | Lance M. Burma<br>+1 952 897 5300 | 8500 Normandale Lake Blvd., Suite 1850<br>Minneapolis, MN 55437-3830 |
| Officer | Chief Legal Officer<br>Assistant Corporate Secretary | Mary C. Clare<br>+1 206 504 5736 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| Officer | VP & Chief Marketing Officer | Pamela A. Cone<br>+1 206 504 5626 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| | Director | John W. Ehrhardt<br>+1 646 473 3000 | One Pennsylvania Plaza, 38th Floor<br>New York, NY 10119 |
| | President, CEO & Director | Patrick J. Grannan<br>+1 206 504 5737 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| Officer | Controller | Patrick P. Hendrickson<br>+1 206 504 5574 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| | Director | Jeffrey M. Higgins<br>+1 503 227 0634 | 111 SW Fifth Avenue, Suite 3700<br>Portland, OR 97204-3604 |
| Officer | Chief Risk Officer | Gary R. Josephson<br>+1 262 784 2250 | 15800 Bluemound Road, Suite 400<br>Brookfield, WI 53005-6069 |
| | Practice Director<br>Casualty | Robert J. Meyer<br>+1 646 473 3000 | One Pennsylvania Plaza, 38th Floor<br>New York, NY 10119 |
| | Director | Kenneth P. Mungan<br>+1 312 726 0677 | 71 South Wacker Drive, 31st Floor<br>Chicago, IL 60606 |
| Officer | Sr. VP & Chief Financial Officer | William S. Pedersen<br>+1 206 504 5601 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| Officer | Sr. VP & Corporate Secretary | Brian S. Pollack<br>+33 1 4299 7414 | 14 rue Pergolèse<br>750116 Paris, France |
| | Practice Director<br>Health | Clark E. Slipher<br>+1 262 784 2250 | 15800 Bluemound Road, Suite 400<br>Brookfield, WI 53005-6069 |
| | Chairman | Bradley M. Smith<br>+1 214 863 5101 | 10000 N. Central Expressway, #1500<br>Dallas, TX 75231-4177 |
| | Director | Thomas D. Snook<br>+1 480 348 9020 | 15333 N. Pima Road, Suite 375<br>Scottsdale, AZ 85260 |
| Officer | VP & Chief Technology Officer | David B. Swan<br>+1 206 504 5525 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| Officer | Treasurer | Martin B. Warr<br>+1 206 504 5806 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| | President Elect | Stephen A. White<br>+1 206 504 5528 | 1301 Fifth Avenue, Suite 3800<br>Seattle, WA 98101-2635 |
| | Practice Director<br>Life | Bruce W. Winterhof<br>+1 312 726 0677 | 71 South Wacker Drive, 31st Floor<br>Chicago, IL 60606 |

ADDITIONAL INFO.
E-281-16

CRM
STRATEGIC BUSINESS SERVICES

*Capital Resource Management, Inc.*

2005 Merrick Road, Ste. 116
Merrick, NY 11566
www.crmcollect.com
Tel 516-442-4045
Fax 516-430-5015
Toll Free 1-844-277-3277

December 5, 2016

NASSAU COUNTY TREASURER'S OFFICE
ATTN: SUSAN LANDAU
1 WEST STREET, 1ST FLOOR
MINEOLA, NEW YORK 11501

VIA EMAIL

**RE: ADDITIONAL INFORMATION FOR RFP NUMBER 0112-1602**

Dear Ms. Landau,

As per your email of December 2, 2016, below please find the requested information:

1. Principal Questionnaire Form for Jared P. Turman – As to Question 3 therein, Jared P. Turman, Esq. has NO equity interest in Capital Resource Management, Inc. Attached to reflect this fact, please find a newly-executed "Consultant's, Contractor's and Vendor's Disclosure Form" for The Law Offices of Jared P. Turman, PLLC and "Principal Questionnaire Form" for Jared P. Turman.

2. Business History Form for Capital Resource Management, Inc. (CRM) – As to Question 6 therein, it was our intention to place our "X" next to "Corporation." CRM is a Corporation.

3. Business History Form for CRM – As to Item C on the Business History Form, below please find some relevant excerpts that speak to our capacity and reliability to perform the collection of emergency ambulance billings for Nassau County.

   Company Background

   CRM has been in existence for almost six years and currently manages more than three dozen of its own proprietary credit, collection and legal run plans for over 2,000 accounts totaling approximately $7,000,000 under current in-house management for a varied portfolio of diversified clients, ranging from local business owners to large healthcare practices to interstate energy companies. CRM operates in tandem with its sister law firm to perform debtor contacts, skip tracing, asset searches, credit reporting, account litigation, judgment enforcement and post-judgment legal action.

   Since CRM submitted its original vendor response to Nassau County, it has been accepted and named as a member agency to both ACA International and the New York State Collectors Association. As a qualified member agency of these organizations, CRM has demonstrated an impeccable compliance record and an ability to work collaboratively with both individual and large corporate clients. In this regard, many of CRM's clients are engaged in the medical sector and, as such, share with CRM on a regular basis information containing PHI. The use, governance and protection of such information is

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CLERK OF THE LEGISLATURE
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central to CRM's database and operations and is entirely relevant to its future collection of Nassau County emergency ambulance billings. We have developed a policy of strict adherence to privacy and security laws, such as HIPAA and the HITECH Act; a 256-bit Secure Sockets Layer encryption for all information and data uploaded through our website; encrypted email; physical locked security location(s) for our servers and 24-7 video monitoring with motion detection and night vision; multiple-password entry protection for all network access; daily-updated server with redundant hard drives and enterprise-level anti-virus, malware and firewall protection; and restrictions on the use of removable media. Additionally, our employees are required to sign confidentiality agreements at the commencement of their employment and no account is accepted with information or data that includes PHI without a duly-executed BAA on file with both parties. Additionally, we maintain a comprehensive manual that sets forth CRM's "Red Flag" Identity Theft Program that consists of Red Flag Identification, Red Flag Detection and Prevention and Mitigation of Identity Theft.

Furthermore, we provide our clients with a secure encrypted document upload portal that can be accessed 24/7 so that assigned accounts can be safely transmitted. We are also equipped to handle large CSV data files. We do not batch print, subcontract to offshore vendors of any kind or use autodialers in any capacity. Each account is reviewed and verified by a manager before the first contact is made or sent out. We are different in that we believe in individual internal reviews and protocols, as opposed to large-scale automation. This level of attention requires additional time upfront but ultimately results in cleaner accounts, better success rates and less exposure and potential liability under the current debt collection, federal credit reporting and billing statutes, including, but limited to, the FDCPA, FCRA, FCBA and TCPA.

Breadth of Medical Collection Capabilities

Upon receipt of emergency ambulance billing accounts from Nassau County's billing vendor, CRM would group them according to a proprietary matrix of characteristics that includes the applicable statute of limitations; dollar value; debtor characteristics and location; eligibility for credit bureau reporting; and documentation establishing the debt. Based on this analysis, group accounts would be assigned pre-set or customized "run plans" that delineate the exact collection plan for the specific grouping. A specific run plan would exist for accounts wherein insurance proceeds have been kept by the patient-debtor.

It is a standard practice of CRM's account managers to flag accounts that are aging out for suit as either Fast-Track collections or straight-to-legal so as not to run afoul of the applicable statute of limitations. Additionally, for medical-related health claims that were processed as out-of-network or for which the patient was self-pay, CRM has the capability to negotiate single case agreements with the various health plans based on the FAIR Health database as well as historical reimbursements. If needed and requested, we are equipped to handle the filing of insurance appeals and/the preparation, filing and management of New York State governed IDRs in respect of said claims, as requested and applicable. In this regard, I personally maintain an account with the New York State Department of Financial Services through which I handle IDR administration. The ability to perform this breadth of medical collection services is a clear distinction between CRM and its fellow collection agencies and law firms, most of which have never handled the full gamut of medical collections that involve complex FAIR Health-based insurance negotiations or high-value IDRs.

Payment Plans / Judgments by Stipulation / Judgments by Confession

Payment plan settlement agreements are an important modality for collection success in CRM's paradigm, particularly with respect to medical debt such as emergency ambulance billings. If a patient-debtor has verified financial constraints that limit his/her ability to make full payment all at once, we not only readily entertain offers of settlement by payout but also affirmatively offer such payment plans in debtor contacts. It is important to note that, prior to said settlements, validation of employment and income is requested and collected to supplement the information we gather internally from the credit bureau. Moreover, we provide a page on our website where a debtor can affirmatively send us a written request for a payment plan with a requested interval of payment. Upon receipt of such a request, if acceptable based on the information presented and verified, we send out to the debtor who made said request a settlement agreement that memorializes the agreed-upon payment plan.

All payments are tracked in our computer system and delinquent notices are regularly sent out prior to the cancellation of a settlement agreement. Payment coupons are also provided upon request as are automatic payment options by ACH/e-Check or credit/debit card. Our theory is that so long as a debtor is paying down their account in good faith, we aim to work with them so that our clients, such as Nassau County, get paid and the debtor's credit profile can be preserved.

Another very effective and efficient avenue of settlement is post-suit settlement agreements. We have instituted a policy on all legal accounts that any settlement agreement with a defined payment plan that is entered into after commencement of a lawsuit shall include a mechanic for the entry of a Judgment by Stipulation should an uncured default on any single payment occur. Moreover, Confessions of Judgment are also used in larger and more complex pre-suit settlements. These types of settlements are favored by us because they tighten the payment guarantees while at the same time providing for a cost-effective and certain means by which to obtain a judgment for our creditor-client upon a default.

And, finally, in terms of due diligence prior to entry of any payment plan, because we are a credit information furnisher, CRM is able to run TLO and bureau reports to regularly check the employment and credit history of a debtor. With this said, it is worth noting that we routinely discount these results in the context of payment plans since we have found that the more an individual debtor feels they had a cooperative say in reaching the terms of a structured settlement, the more likely they are to adhere to said terms. In our experience, this finding has held steady across income levels and, thus, we maintain that our goal of engendering cooperation and good-will in working with a debtor only serves to increase the odds of successful completion of a payment plan agreement.

Fico Score 9 and Medical Debt

FICO Score 9 is a current factor that should always be considered in the medical collections context. As such, we intentionally integrate it into our collection methodology. While most agencies reflexively view FICO Score 9 as a negative pro-debtor industry change, we believe FICO Score 9 is a clear net-positive and, as such, we effectively use it to incentivize amicable settlements of medical debt accounts. We regularly challenge potential clients to pointedly ask the agencies they currently work with about how they view and use FICO Score 9. The answers, or lack thereof, help highlight and drive home how CRM thinks creatively and offers a novel and nuanced approach in an industry that is bloated with large, automated agencies and offshore vendors that rarely stop and reassess their applied collection methodologies.

Internal Procedures

CRM maintains a comprehensive Operating Policies and Procedures manual that sets forth in detail CRM's compliance measures and regulatory adherence to laws including the FDCPA, FCRA, EFTA, FCBA, ECOA, TCPA and UDAAP. Furthermore, as part of our bid submission to Nassau County, we included a copy of our (a) Quality Control Plan and Corporate Philosophy as well as (b) a customized Conflict of Interest Policy specific to Nassau County and this RFP TR0112-1602.

Proud WBE-Certified Company

I am proud of the fact that my company holds the following current certifications:

NASSAU COUNTY WBE CERTIFIED
SUFFOLK COUNTY WBE CERTIFIED
NEW YORK STATE WBE CERTIFIED
NEW YORK CITY WBE CERTIFIED
PORT AUTHORITY OF NEW YORK AND NEW JERSEY WBE CERTIFIED
NEW JERSEY WBE CERTIFIED
VIRGINIA WBE (SWAM) CERTIFIED
FEDERAL WOSB

4. Business History Form for CRM – As to Item A on the Business History Form, below please find some relevant excerpts that speak to my professional qualifications, CRM's ability and experience with medical debt as well as a sampling of CRM's clients and our respective collection success rates achieved to date.

My Professional Qualifications

Prior to forming CRM, I served as in-house counsel for a major surgical practice group on Long Island and continue to handle all aspects of the practice's legal, billing, management and compliance needs. Drawing on my background as a corporate attorney with the law firm of Simpson Thacher & Bartlett LLP, as well as my experience as a business and legal affairs director for the Fox Cable Networks Group, I formed CRM in 2011 to be a closely-held firm modeled by design as a strategic collections partner for clients looking for a long-term sustainable relationship with a company that could serve all of their collection needs in a highly personalized and professional manner. Vetted co-counsel relationships were formed to maintain the intimacy of the receivables management and consulting aspect of CRM while creating the bandwidth necessary to service all of the collection needs, including legal and post-judgment enforcement services, of CRM's growing clientele.

I received my Juris Doctorate, *Magna Cum Laude* and *Order of the Coif*, from New York University School of Law and my Bachelor of Science, *Summa Cum Laude*, from Cornell University. I also completed a post-doctorate fellowship at the Center on Environmental and Land Use Law at New York University School of Law where I worked with renowned faculty, including former New York University School of Law Dean Richard Revesz, on a variety of environmental economic and regulatory law matters. During my time as a fellow, I wrote and spoke extensively on the impact of data manipulation in the government regulatory arena (*for, e.g.*, see 34 *Environmental Law Reporter* 10954 (2004)).

Healthcare Collections Relevant to Nassau County Emergency Ambulance Billings

CRM is uniquely qualified for healthcare collections due to my extensive healthcare law and practice management experience. As mentioned above, for the last nine years, I have served as in-house counsel to a large private surgical practice. From its inception, I incorporated the practice and negotiated individual physician buyouts from a centralized medical practice in Westchester. I maintain legal and managerial oversight of all corporate, legal, billing, management and compliance aspects of the practice. Moreover, as an entity, CRM handles large medical debt portfolios for healthcare clients, including dialysis centers, private plastic surgical groups, home healthcare agencies and multi-disciplinary medical wellness groups that employ orthopedists, physical therapists, interventional pain management and physiatric physicians, chiropractors and acupuncturists. The services provided are dictated by the account types – age, out-of-network vs in-network status and processing, pre- vs post-appeal, IDR eligibility, elective vs emergency services, patient-issued remittance checks, etc. – and are communicated to the client as the recommended course of action. Medical debt accounts, more so than breach of contract or account stated accounts, require a nuanced approach due to the complexity of the healthcare field and laws, especially in New York. Any agency that does not employ or subcontract an attorney fluent in New York healthcare laws and regulations will likely fail to effectively issue spot and identify the correct manner in which to handle medical accounts.

CRM's experience with healthcare accounts has led to our unique paradigm that dictates how we treat such accounts upon assignment. For example, a hypothetical portfolio of 1,000 healthcare accounts would be handled as follows:

a. Data input and notation of prominent factors such as age of debt, network status of provider and specific debt characteristics, such as in-network cost sharing obligations (co-pay, co-insurance, deductible) or balance bills inclusive of the uninsured.
b. For any accounts that are (a) aging out of the applicable statute of limitations and (b) papered with sufficient documentation to support a legal suit, collection is bypassed and suit authorizations are sent to the client.
c. Run plans are assigned to each account and first-batch letters with all of the requisite Federal and New York State-specific disclosures are mailed out on each account.
d. During the 30-day dispute period, no calls are placed unless in return and time is spent skip tracing each debtor to determine qualification for credit reporting. Any account data that is not confirmed through Accurint and/or TLO is flagged for confirmation with the client.
e. Depending on the account size and debt characteristics, a certain percentage will settle outright; a certain percentage will result in the setting up of payment plans; a certain percentage will remain with no response; and a certain percentage will require dispute verification. Typically, 5-8% of well-documented and fresh first-party accounts will settle at this stage prior to any further action.
f. Second letters are issued along with select manual calls to those accounts where data and demographics support payment and settlement. Pre-notice is given prior to credit reporting on qualified accounts to provide ample time for settlement. Any accounts for which skip tracing shows bankruptcy, death or false id are returned to the client with explanation as are accounts for which dispute validation could not be sufficiently provided by the client.
g. Any qualified accounts not settled at this point in the collection cycle are credit reported with third letters issued.

h. Depending on the account size and debtor characteristics, an additional batch will be sent to the client with suit authorizations. Location and size will determine the attorney in our network who is assigned the various accounts. CRM's run plans include legal stages and report requests to assure attorney accountability. For example, upon placement of a legal suit, CRM requests that Summons and Complaints be forwarded to us for execution within fourteen days; that service be effectuated within thirty days of return of the executed Summons and Complaint; and that filing for defaults be done within sixty days if no answer was filed or settlement was reached.

i. Pre-suit collection averages range from 15-22% of well-documented and fresh first-party accounts.

j. Suits are commenced and proceed to trial or default judgment based upon debtor response or lack thereof. On average, for healthcare accounts, post-service settlements range from 20-50%.

k. Post-judgment enforcement is an integral and final piece of our collection cycle and my partner law firm as well CRM's network of firms specialize in the effectuation of financial restraints and wage garnishments.

l. During the collection process, accounts are constantly pulled based on incoming information for various actions, including, but not limited to, health plan appeals, health plan LOA negotiations and, where applicable, IDRs. CRM is fluent and equipped to handle all of these healthcare-specific settlement actions.

Client Examples

To date, CRM has collected over $1,400,000 for our clients with an average overall collection success rate exceeding 20%. A sampling of five recent CRM client contracts are:

a. Nassau Dialysis - $925,000 placed in collections since January 2015 with $109,000 recovered to date (pending suits are in litigation), thereby representing a 12% current collection success rate.[1]

b. Marathon Energy Corporation and Marathon Power LLC - $712,000 placed in collections with $329,000 recovered to date (pending suits are in litigation), thereby representing a 46% current collection success rate.

c. Advanced Plastic Surgery of Long Island PLLC - $1,600,000 placed in collections with $582,000 recovered to date (pending suits are in litigation), thereby representing a 36% current collection success rate.

d. Better Home Health Care Agency, Inc. - $37,000 initial placement into collections with $31,000 recovered to date (pending suits are in litigation), thereby representing an 82% current collection success rate.

e. SMG Mediquip LLC - $260,000 placed in collections with $50,000 recovered to date, thereby representing a 19% current collection success rate. It is noteworthy that this client's accounts are not qualified for credit reporting and, in addition, this client has chosen to not engage in any legal action of any kind. Thus, this rate of collection is based on purely pre-legal contact collection efforts.

[1] It is important to note that a substantial percentage of the debtors responsible for the delinquent accounts held by this creditor-client were found to be deceased through CRM's skip tracing. As such, those accounts placed were deemed uncollectable and, as a result, lowered the overall collection success rate.

Since CRM is not an individual, please see the below answers that correlate to Item A of the Business History Form:

i. April 05, 2011
ii. Laura J. Lowenstein, 2857 Lindenmere Drive, Merrick, NY 11566, 99% owner
Benjamin Tayne, 2857 Lindenmere Drive, Merrick, NY 11566, 1% owner
iii. Laura J. Lowenstein, 2857 Lindenmere Drive, Merrick, NY 11566,
President and CEO
Benjamin Tayne, 2857 Lindenmere Drive, Merrick, NY 11566, VP & COO
iv. New York
v. 2
vi. Approx. $100,000
vii. See above. In addition, CRM is an approved and current member of both the New York State Collectors Association and ACA International.
viii. See attached copy of our Consumer Affairs Debt Collection Agency License.

If anything else is required by Legislative Affairs, please let me know.

Thank you.

Very truly yours,

Laura Lowenstein

COUNTY OF NASSAU

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

1. Name of the Entity: The Law Offices of Jared P. Turman, PLLC

Address: 1980 Broadway Plaza

City, State and Zip Code: Merrick, NY 11566

2. Entity's Vendor Identification Number: _____

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):

Jared P. Turman
188 E. 64th Street, Apt. 2104
New York, NY 10065

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.

Jared P. Turman, Sole Member/Owner
188 E. 64th Street, Apt. 2104
New York, NY 10065

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

NONE

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 12/5/16

Signed:

Print Name: JARED P. TURNAN

Title: SOLE MEMBER

**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. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Jared P. Turman
   Date of birth 12/5/79
   Home address 188 E. 64th Street, Apt. 2104
   City/state/zip New York, NY 10065
   Business address 1980 Broadway Plaza
   City/state/zip Merrick, NY 11566
   Telephone (516) 208-8780
   Other present address(es) NONE
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Principal/Owner: 2/1/09

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

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ✓ NO ___; If Yes, provide details.
   The Law Offices of Jared P. Turman, PLLC, Principal/Owner

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓
If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JARED TURMAN, 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 3rd day of January 20 17

Notary Public

ROBIN LISA FURYE
Notary Public, State of New York
No. 01FU4886645
Qualified in Queens County
Commission Expires October 16, 20 19

The Law Offices of Jared P. Turman, PLLC
Name of submitting business

Jared Turman
Print name

Signature

Principal / Owner
Title

1/3/17
Date

# Consumer Affairs Debt Collection Agency License

**Business Name:**
CAPITAL RESOURCE MANAGEMENT, INC.

**DBA/Trade Name:**

**Business Address:**
2005 MERRICK RD 116 STE 116
MERRICK, NY 11566-4644
**License Number:** 1398052-DCA
**Issued:** 03/04/2015 **Expires:** 01/31/2017

To file a complaint about this business, **contact 311** or go to **nyc.gov/consumers**

*10431-2015-RD&B*

New York City Department of Consumer Affairs
42 Broadway, New York, NY 10004

Contract ID#: CQTR16000002

Department: Treasurer

E-281-16

# Contract Details

SERVICE Debt Collection Services – Emergency Ambulance Billings

NIFS ID #: CQTR16000002 NIFS Entry Date: 9/27/16 Term: from 10/1/16 to 9/30/19

| | |
|---|---|
| New ☒ Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# _____ | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agreement § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☒ | No ☐ |
| 5) Insurance Required | Yes ☒ | No ☐ |

# Agency Information

| Vendor | |
|---|---|
| Name<br>Capital Resource Management, Inc. | Vendor ID#<br>45-1544888 |
| Address<br>2005 Merrick Road, Suite 116<br>Merrick, NY 11566 | Contact Person<br>Laura Lowenstein, Esq. |
| | Phone<br>516-442-4045 |

| County Department |
|---|
| Department Contact<br>Beaumont A. Jefferson, County Treas. |
| Address<br>1 West Street<br>Mineola, NY 11501 |
| Phone<br>516-571-2090 |

# Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appr'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)*<br>*NIFS Appvl (Dept. Head)* ☑<br>*Contractor Registered* ☑ | | Beaumont Jefferson | |
| 11/01/16 | OMB | *NIFS Approval (Contractor Registered)* ☑ | 11/04/16 | | Yes ☑ No ☐<br>Not required if blanket resolution |
| 11/15/16 | County Attorney | *CA RE & Insurance Verification* ☑ | 11/15/16 | | |
| 11/21/16 | County Attorney | *CA Approval as to form* ☑ | 11/21/16 | Pat R. Dwyer | Yes ☑ No ☐ |
| | Legislative Affairs | *Fw'd Original Contract to CA* ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | Comptroller | *NIFS Approval* ☐ | | | |
| | County Executive | *Notarization* ☐<br>*Filed with Clerk of the Leg.* ☐ | | | |

PR5254 (1/06)

Contract ID#: CQTR16000002

Department: Treasurer

# Contract Summary

**Description:** Three-year contract for debt collection services; emergency ambulance billings only.

**Purpose:** Capital Resource Management, Inc. ("CRM") was selected to be the County's vendor for debt collection services for emergency ambulance billings.

**Method of Procurement:** A Request for Proposals ("RFP") was published in *Newsday* and posted on the County website. RFP # TR0112-1602.

**Procurement History:** This is a new contract that was awarded after a formal RFP process. Three contractors were granted the opportunity to make presentations to the Selection Committee. The Selection Committee evaluated and scored the three contractors and determined that CRM best met the selection criteria of the RFP, concerning collection of emergency ambulance billings. The Selection Committee also reviewed a Best and Final Offer ("BAFO") submitted by two of the contractors; the third contractor did not respond to our BAFO request.

**Description of General Provisions:** The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings. Specifically, the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of the collection of emergency ambulance billings.

**Impact on Funding / Price Analysis:** Payment is on a contingency basis. The amount to be paid to the contractor as full consideration of the contractor's services under this Agreement shall be twenty-three percent (23%) of the gross amount collected by contractor on consumer / commercial claims referred by the County; and (ii) twenty-three Percent (23%) of the gross amount recovered by the contractor on secondary placement claims referred by the County; (iii) twenty-four percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) twenty-seven percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

**Change in Contract from Prior Procurement:** New contract.

**Recommendation:** (approve as submitted)

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | TR-10 |
| Resp: | 1100 |
| Object: | DE500 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $ |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $ |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | TRGEN1100 / DE500 | $100,000 |
| 2 | | $ |
| 3 | | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $100,000 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**Document Prepared By:** Susan Landau **Date:** 9/27/16

| 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 10/31/2016 | Date | (For Office Use Only) E #: |

PR5254 (1/06)

NIFA

# Nassau County Interim Finance Authority

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

**1. Vendor:** Capital Resource Management, Inc.

**2. Dollar amount requiring NIFA approval: $** 100,000

**Amount to be encumbered: $** 100,000

This is a ✓ New Contract ___ Advisement ___ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

**3. Contract Term:** 10/1/16 - 9/30/19

Has work or services on this contract commenced? ___ Yes ✓ No

If yes, please explain: ___

**4. Funding Source:**

✓ General Fund (GEN)
___ Capital Improvement Fund (CAP)
___ Other

___ Grant Fund (GRT)
Federal % ___
State % ___
County % 100

Is the cash available for the full amount of the contract? ✓ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ✓ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ✓ N/A

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

Capital Resource Management, Inc. was selected by formal RFP process to be the County's debt collection provider for emergency ambulance billing.

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

Nassau County Attorney as to form ___ Yes ___ No ___ N/A
Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

Not applicable at this time.

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

None.

## AUTHORIZATION

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

for R. D'Alleva

Signature | Title: Deputy Budget Director | Date: 11/4/2016

Marie B Worman

Print Name

---

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature | Title | Date

Print Name

---

## NIFA

Amount being approved by NIFA: _____

Signature | Title | Date

Print Name

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

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

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

*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:** **Capital Resource Management, Inc.**

**CONTRACTOR ADDRESS:** **2005 Merrick Road, Suite 116, Merrick, NY 11566**

**FEDERAL TAX ID #:** **45-1544888**

---

***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 January 20, 2016. Potential proposers were made aware of the availability of the RFP by advertisement in *Newsday*, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on February 19, 2016. Five (5) proposals were received and evaluated. The Selection Committee consisted of five (5) people: 1) Beaumont Jefferson, County Treasurer; 2) Joe DeVito, OMB; Roseann D'Alleva, OMB; Kevin Walsh, Real Estate; and Natalie Bell, NC Police Dept. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

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

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

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

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

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

**X. ☐ Vendor will not require any sub-contractors.**

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

**Department Head Signature**

10/27/2016

**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.***

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE NASSAU COUNTY TREASURER, AND CAPITAL RESOURCE MANAGEMENT, INC.

WHEREAS, the County has negotiated a personal services agreement with Capital Resource Management, Inc. for debt collection services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the agreement with Capital Resource Management, Inc.

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?

No

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.

Vendor: Capital Resource Management, Inc.

Dated: 7/25/16

Signed: Laura L

Print Name: Laura Lowenstein

Title: President

Rev. 3-2016

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

N/A

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

N/A

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:

N/A

4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. **See page 4 for a complete description of lobbying activities.**

N/A

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

N/A

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

7. Has the lobbyist/lobbying organization or any of its corporate officers 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?

N/A

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

VERIFICATION: 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 listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: 7/25/16

Signed:

Print Name: Laura Lowenstein

Title: President

**The term <u>lobbying</u> 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.

**The term "lobbying" or "lobbying activities" <u>does not include</u>**: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.

# APPENDIX D

## PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name LAURA LOWENSTEIN

   Date of birth 09 / 28 / 1974

   Home address 2857 LINDENMERE DRIVE

   City/state/zip MERRICK, NY 11566

   Business address 2116 MERRICK AVE., SUITE 3002

   City/state/zip MERRICK, NY 11566

   Telephone 516-442-4045

   Other present address(es) _____

   City/state/zip _____

   Telephone _____

   List of other addresses and telephone numbers attached

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

   President 04 / 12 / 2011 Treasurer 04 / 12 / 2011

   Chairman of Board ___/___/___ Shareholder 04 / 12 / 2011

   Chief Exec. Officer 04 / 12 / 2011 Secretary 04 / 12 / 2011

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   NO ___ YES X If Yes, provide details. 100% SHAREHOLDER OF CORPORATION

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 X 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 X; If Yes, provide details.

   LAURA J. LOWENSTEIN & ASSOC., LLC, LAW FIRM

   LAURA LOWENSTEIN, MANAGING MEMBER, 100% OWNER.

# APPENDIX D

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 X 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 X 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 contract cancelled for cause? NO X 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 X 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 X 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 X YES ___ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? NO X YES ___ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? NO X 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 X 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 X 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 _X_ 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 _X_ 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 _X_ 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 _X_ 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 _X_ YES ___ If Yes, provide details for each such year.

# APPENDIX D

**CERTIFICATION**

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

I, LAURA LOWENSTEIN, 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 10th day of Feb. 2016

Notary Public

Shaun Erickson
State of New York Notary Public
No. 01ER6295247
Certified in Suffolk County
Commission Expires 12/30/2017

CAPITAL RESOURCE MANAGEMENT, INC.
Name of submitting business

LAURA LOWENSTEIN
Print name

Signature

PRESIDENT & CEO
Title

2 / 10 / 16
Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name BENJAMIN TAYNE

   Date of birth 08 / 13 / 1964

   Home address 2857 LINDENMERE DRIVE

   City/state/zip MERRICK, NY 11566

   Business address 2116 MERRICK AVE., SUITE 3002

   City/state/zip MERRICK, NY 11566

   Telephone 516-442-4045

   Other present address(es) ____

   City/state/zip ____

   Telephone ____

   List of other addresses and telephone numbers attached

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

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder 08 / 23 / 2016

   Chief Exec. Officer ___/___/___ Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President 04 / 12 / 2011 ____ ___/___/___

   (Other)

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. I OWN ONE(1) SHARE OF STOCK.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ___ NO ✓ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES ___ NO ✓; If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, BENJAMIN TAYNE, 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 30th day of August 2016

Notary Public

LAURA JILL LOWENSTEIN
NOTARY PUBLIC STATE OF NEW YORK
NASSAU COUNTY
LIC. #02LO6237847
COMM. EXP. MARCH 28, 2019

CAPITAL RESOURCE MANAGEMENT, INC.

Name of submitting business

BENJAMIN TAYNE

Print name

Signature

VICE PRESIDENT

Title

8, 30, 2016

Date

**PRINCIPAL QUESTIONNAIRE FORM**

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

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

1. Principal Name Jared P. Turman
   Date of birth 12/5/79
   Home address 188 E. 64th Street Apt. 2104
   City/state/zip New York, NY 10065
   Business address 1980 Broadcast Plaza
   City/state/zip Merrick, NY 11566
   Telephone (516) 208-8780
   Other present address(es) None
   City/state/zip
   Telephone
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer ___/___/___ Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other) Principal/Owner: 2/1/09

3. Do you have an equity interest in the business submitting the questionnaire?
   YES ✓ NO ___ If Yes, provide details. see attached Letter dated 12/1/16 after business history

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES ✓ NO ___ If Yes, provide details.
   personal guaranty of Line of Credit, $6,600 Balance, Chase Bank

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? YES ___ NO ✓;
   If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? YES ___ NO ✓ If Yes, provide details.

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

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

   a. Been debarred by any government agency from entering into contracts with that agency?
   YES _____ NO ✓ If Yes, provide 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? YES ____ NO ✓ 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? YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ___ NO ✓ If Yes, provide details for each such charge.

   b) Is there any misdemeanor charge pending against you? YES ____ NO ✓ If Yes, provide details for each such charge.

   c) Is there any administrative charge pending against you? YES ____ NO ✓ 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? YES ___ NO ✓ 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?
YES ___ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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? YES ____ NO ✓ 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 OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, JARED TURMAN, 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 1ST day of September 2016

Notary Public

ROBIN LISA FURYE
Notary Public, State of New York
No. 01FU4896645
Qualified in Queens County
Commission Expires October 16, 2019

The Law Offices of Jared P. Turman, PLLC
Name of submitting business

Jared P. Turman
Print name

Signature

Principal / Sole Member
Title

9 / 1 / 16
Date

## Business History Form

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

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

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

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

Date: SEPTEMBER 13, 2016

1) Proposer's Legal Name: CAPITAL RESOURCE MANAGEMENT, INC.

2) Address of Place of Business: 2116 MERRICK AVE., SUITE 3002, MERRICK, NY 11566

List all other business addresses used within last five years:
1800 MERRICK ROAD, MERRICK, NY 11566

3) Mailing Address (if different): 2005 MERRICK ROAD #116, MERRICK, NY 11566

Phone : 516-442-4045

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 07-118-1860

5) Federal I.D. Number: 45-1544888

6) The proposer is a (check one): ____ Sole Proprietorship ____ Partnership ____ Corporation X Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes X No ___ If Yes, please provide details: LAURA J. LOWENSTEIN & ASSOC., LLC

8) Does this business control one or more other businesses? Yes __ No X 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 X If Yes, provide details.

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ___ No X If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt? Yes ___ No X 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 X 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 X 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? Yes ___ No X If Yes, provide details for each such charge.

b) Any misdemeanor charge pending? Yes ___ No X 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? Yes ___ No X

If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? Yes ___ No _X_ 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? Yes ___ No _X_ 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? Yes ____ No _X_; 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? Yes ___ No _X_ 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 any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

SEE ATTACHED CONFLICT OF INTEREST POLICY

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

> *SEE SECTIONS 1-7 OF VENDOR RESPONSE (as originally submitted).*

Should the proposer be other than an individual, the 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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

> *THIS INFORMATION REMAINS THE SAME AS ORIGINALLY SUBMITTED WITH THE VENDOR RESPONSE.*

B. Indicate number of years in business. 5+ YEARS

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

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

Company MARATHON ENERGY CORPORATION

Contact Person JERRY DRENIS, PRESIDENT

Address 868 39th STREET

City/State BROOKLYN, NY 11232

Telephone 718-564-2222

Fax # _____

E-Mail Address JERRY@MECNY.COM

Company LAWN DOCTOR OF LONG ISLAND

Contact Person TED KRAMER, PRESIDENT

Address PO BOX 791

City/State DEER PARK, NY 11729

Telephone 516-586-5528

Fax #

E-Mail Address KRAMER.TED@VERIZON.NET

---

Company ADVANCED PLASTIC SURGERY OF LONG ISLAND, PLLC

Contact Person DAVID TESSER, MD, MANAGING MEMBER

Address 1800 MERRICK ROAD

City/State MERRICK, NY 11566

Telephone 516-377-2738

Fax #

E-Mail Address DAVIDMD@YMAIL.COM

**CERTIFICATION**

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I, LAURA LOWENSTEIN, 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 13th day of September 2016

Notary Public

**Shaun Erickson**
**State of New York Notary Public**
**No. 01ER6295247**
**Certified in Suffolk County**
**Commission Expires 12/30/2017**

Name of submitting business: CAPITAL RESOURCE MANAGEMENT, INC.

By: LAURA LOWENSTEIN
Print name

Signature

PRESIDENT & CEO
Title

9 / 13 / 2016
Date

# CAPITAL RESOURCE MANAGEMENT, INC.

# CONFLICT OF INTEREST POLICY

~ for ~

# NASSAU COUNTY
# PURSUANT TO RFP TR0112-1602

Empire State Development
NEW YORK STATE CERTIFIED
WOMEN-OWNED BUSINESS ENTERPRISE

Author: Laura J. Lowenstein, Esq.
Mailing Address: 2005 Merrick Road, No. 116, Merrick, New York 11566

# TABLE OF CONTENTS

Conflict of Interest Policy ..... 2
1 Identification of the Parties ..... 2
1.1 Who is a Client? ..... 2
1.2 Who is an Employee? ..... 2
2 Determination of Whether a Conflict of Interest Exists ..... 2
2.1 Types of Interests ..... 2
2.2 Method of Determination ..... 3
3 Action Following Determination of a Conflict ..... 3
3.1 CRM's Written Notice and Disclosure to the County ..... 3
3.2 Suspension of Employee Activity ..... 3
3.3 Automatic Closure or Rejection of an Account ..... 4
3.4 Suspension of County Account Assignment ..... 4

# CONFLICT OF INTEREST POLICY

All of us at Capital Resource Management, Inc. (CRM) are committed to quality representation of our clients.

Pursuant to the Contract between Nassau County, New York (County) and CRM for the collection of emergency ambulance billings (the "Contract"), it is understood that potential conflict of interest issues may arise in the context of our performance of the deliverables set forth in the Contract. To address any such interest issues, CRM shall implement the following policy and procedures both on a global and case-by-case basis.

CRM shall send the County written notice of any substantive changes made to this policy during the duration of the Contract.

## 1 IDENTIFICATION OF THE PARTIES

### 1.1 WHO IS A CLIENT?

A. For purposes of this Conflict of Interest Policy, a "Client" (other than the County) shall be deemed to be any party that (1) is defined as a client and is active in CRM's database of clients and (2) has any account(s) in CRM's database that are tagged as "Active," inclusive of accounts for which no legal activity has been authorized but that are maintained by CRM as an active trade line with a national credit reporting agency.

### 1.2 WHO IS AN EMPLOYEE?

A. For purposes of this Conflict of Interest Policy, an "Employee" shall be deemed to be any individual that performs work of any kind for CRM and is on CRM's payroll, whether as a part-time or full-time status employee.

## 2 DETERMINATION OF WHETHER A CONFLICT OF INTEREST EXISTS

### 2.1 TYPES OF INTERESTS

A. CRM shall determine whether any County elected official or any person related to any County elected official, is an employee, director, officer or has any financial interest, direct or indirect, in CRM or has received or will receive any financial benefit, directly or indirectly, from CRM's performance of the Contract.

B. CRM shall determine whether any existing or future Employee has any of the following relationship(s) with the County and/or any County elected official:
   1. Financial, whether direct or indirect, with full description and disclosure;
   2. Personal (non-familial) with full name(s) and identifiers of any such relationship(s); and
   3. Familial with full name(s) and identifiers of any such relationship(s).[1]

[1] For purposes of this Conflict of Interest Policy, a "familial relationship" shall include a spouse, domestic partner, child, parent or sibling.

C. CRM shall determine if any of its existing Clients have any "Active" account(s) or potential assigned account(s) for which an Account Assignment Form has been submitted to CRM whereon the County is listed as a debtor, co-signor or co-obligor of any kind.
D. CRM shall determine if any of the County accounts assigned pursuant to the Contract lists an existing Client of CRM's as a debtor, co-signor or co-obligor of any kind thereon.

### 2.2 Method of Determination

A. CRM shall collect the following information from its Employees on an annual basis:
   1. Full name(s) (*i.e.*, maiden, marital, etc.), address(es); contact number(s) and SSN;
   2. Whether the Employee or any direct family member of said Employee is also an employee of the County; and
   3. Whether the Employee or any direct family member of said Employee receives any money of any kind from the County, whether through a related entity or otherwise.
B. CRM shall affirmatively obligate its Employees to inform them in writing as to any change(s) in their most-recently provided answers to the questions posed to him/her pursuant to Section 2.2A. hereinabove.
C. CRM shall:
   1. Run a system-wide check prior to assignment of the first County account to ascertain whether the County is listed as a responsible party on any "Active" account(s); and
   2. Determine on a prospective basis if any assigned account(s) for which an Account Assignment Form has been submitted, but which has not yet been accepted and worked by CRM, has the County listed thereon as a debtor, co-signor or co-obligor of any kind.
D. CRM shall run a system-wide check upon the assignment of any County account to ascertain whether an existing CRM Client is listed as a responsible party for that account.

## 3 Action Following Determination of a Conflict

### 3.1 CRM's Written Notice and Disclosure to the County

A. Within one business day following the identification of any relevant interest(s) as set forth in Section 2.1 hereinabove, a CRM officer or manager shall contact the County in writing wherein the details of said interest(s) is/are disclosed.
B. Within three business days following the initial written disclosure, a CRM officer or manager shall contact the County's point of contact by telephone to ensure receipt of the written notice of disclosure.
C. Follow-up and/or written notification(s) shall be performed as needed to ensure compliance with this Conflict of Interest Policy.

### 3.2 Suspension of Employee Activity

A. If CRM shall determine that an applicant for employment has a financial, personal and/or familial relationship(s) with the County and/or any County elected official, said applicant shall not be hired by CRM unless and until CRM shall have obtained informed, written consent by the County.

1. If the County consents to the hire, it is understood that such consent shall be predicated upon said applicant for employment not having access to account information of any kind that is covered under the Contract for the duration of the applicant's employment, whether as full-time or part-time status, with CRM.
2. If the County does not consent in writing to the hire, said applicant shall not be offered employment, whether as full-time or part-time status, with CRM during the duration of the Contract.

B. If CRM shall determine prior to or at any time during the duration of the Contract that an existing Employee has a financial, personal and/or familial relationship(s) with the County and/or any County elected official, any rights of the Employee to access or see any account information of any kind that is covered under the Contract shall be immediately revoked – and no new rights shall be granted – unless and until CRM shall have obtained informed, written consent by the County.

## 3.3 Automatic Closure or Rejection of an Account

A. Pursuant to its system-wide check, if CRM shall determine that the County is listed as a responsible party on any "Active" account(s), CRM shall notify the Client listed on said account(s) that CRM is closing said account and shall return it to its respective Client.

B. Following the Effective Date of the Contract, if CRM shall receive an Account Assignment Form from any Client whereon the County is listed as a debtor, co-signor or co-obligor of any kind, CRM shall not accept such account for assignment.

## 3.4 Suspension of County Account Assignment

A. If CRM shall determine that an account assigned pursuant to the Contract lists an existing CRM Client as a debtor, co-signor or co-obligor, CRM shall suspend acceptance of said account unless and until CRM shall have obtained informed, written consent by the County.

1. If the County shall notify CRM that it will not consent to CRM's working on said account, CRM shall take all reasonable steps to assist the County in finding an alternative means for the County to collect upon such account.

COUNTY OF NASSAU

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

1. Name of the Entity: CAPITAL RESOURCE MANAGEMENT, INC.

Address: 2116 MERRICK AVE., SUITE 3002

City, State and Zip Code: MERRICK, NY 11566

2. Entity's Vendor Identification Number: _____

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):

LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

BENJAMIN TAYNE, V. PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

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.

LAURA LOWENSTEIN, PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

BENJAMIN TAYNE, V. PRES., 2857 LINDENMERE DR. MERRICK, NY 11566

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

LAURA J. LOWENSTEIN & ASSOC., LLC - contractor's legal counsel.

THE LAW OFFICES OF JARED P. TURMAN, PLLC - contractor's legal counsel.

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 8/30/16

Signed: Laura Lowenstein

Print Name: LAURA LOWENSTEIN

Title: PRESIDENT

COUNTY OF NASSAU

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

1. Name of the Entity: LAURA J. LOWENSTEIN & ASSOCIATES, LLC.

Address: 2116 MERRICK AVE., SUITE 3002

City, State and Zip Code: MERRICK, NY 11566

2. Entity's Vendor Identification Number: _____

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):

LAURA LOWENSTEIN, MANAGING MEMBER, 2857 LINDENMERE DR. MERRICK, NY 11566

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.

LAURA LOWENSTEIN, MANAGING MEMBER, 2857 LINDENMERE DR. MERRICK, NY 11566

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

Legal counsel to CAPITAL RESOURCE MANAGEMENT, INC.

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 8/30/16

Signed:

Print Name: LAURA LOWENSTEIN

Title: MANAGING MEMBER

COUNTY OF NASSAU

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

1. Name of the Entity: The Law Offices of Jared P. Turman, PLLC

Address: 1980 Broadcast Plaza

City, State and Zip Code: Merrick, NY 11566

2. Entity's Vendor Identification Number: _____

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):

Jared P. Turman
188 E. 64th Street, Apt. 2104
New York, NY 10065

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.

Jared P. Turman, Sole Member/Owner
188 E. 64th Street, Apt. 2104
New York, NY 10065

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

NONE

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

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

NONE

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

NONE

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

NONE

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

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

Dated: 8/31/16

Signed: [signature]

Print Name: JARED P. TURMAN

Title: SOLE MEMBER

# CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

## W I T N E S S E T H:

**WHEREAS,** the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

**WHEREAS**, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

**WHEREAS**, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

**WHEREAS**, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

**WHEREAS**, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

**WHEREAS**, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of **Emergency Ambulance Billings** to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

**WHEREAS**, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

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

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

1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

(b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred ($100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) 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.

(h) 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.

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

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, 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 the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. 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.

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

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor

operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("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 negligent acts or omissions 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 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.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim; (iii) workers' compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor or any approved subcontractor 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 (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, including, but without limitation, any attorney hired by the Contractor in connection with 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County, at least ninety (90) 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) 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.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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 County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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 County Treasurer and (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.

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

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

16. 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 or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

CAPITAL RESOURCE MANAGEMENT, INC.

By: _____
Name: Laura Lowenstein
Title: President
Date: 7/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

, Subcontractor

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

PLEASE EXECUTE IN BLUE INK

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

On the 25 day of July in the year 2016 before me personally came Laura Lowenstein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Capital Resource Management, Inc., the company 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 company.

NOTARY PUBLIC

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

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

On the 25 day of _____ 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 _____ 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

## Appendix A
## Scope of Services

A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.

2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.

3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.

4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.

7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.

8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.

9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.

2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.

3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.

2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.

3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.

4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:

   (a) Reverse Directories;

   (b) Real estate records;

   (c) Dial-in inquiry to New York State Motor Vehicle records;

   (d) Direct access to computerized data bases of credit reporting services;

   or other legal methods acceptable to the County and agreed to between the Contractor and the County.

D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.

4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.

5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.

6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.

2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.

3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County

2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;

3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.

5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.

6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.

7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.

8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.

9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.

10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.

12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

**Exhibit "B"**
**Claim Voucher Form**

COUNTY OF NASSAU

# CLAIM VOUCHER

CLAIMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

INVOICE NUMBER (1)

DOCUMENT # _____
*(FOR NASSAU COUNTY DEPARTMENT USE ONLY)*

ORDER/CONTRACT NO. (2)

BLANKET ORDER NO. (3)

VENDOR INFORMATION: NUMBER (9) SUFFIX (2)

(4) (5)

NAME (30) (6)

(30)

ADDR (30) (7)

(30)

(30)

DISCOUNT AMOUNT

DISCOUNT DATE MO (2) DY (2) YR (2)

CLAIMANTS CERTIFICATION

I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

(8)

Claimants Name _____ Date _____

X

By (Signature) _____ Title _____

DEPT. GOODS OR SERVICES DELIVERED TO (9)

VENDOR'S PAYMENT TERMS (10)

| (11) DATE DELIVERED | ITEMIZATION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | (12) TOTAL CLAIMED ▶ | |

*For Nassau County Department Use Only:*

NIFS ACCOUNT CODES *Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.*

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 2 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 4 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

NC Department _____ Amount Approved $ _____

Contact Person _____ Date _____

Telephone No. _____ Comptrollers Approval _____

# Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

1 Enter your invoice number if applicable.

2 Order or contract # - Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract . The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.

3 Blanket order # - Complete this section only if your claim is against a blanket order.

4 Vendor identification Number - Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.

5 Vendor number suffix - If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.

6 Vendor name - Complete this area with the name as it appears on our order or contract with you.

7 Vendor address - Complete this area with your remit to address.

8 Claimant's certification - Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.

9 Destination - Indicate to which Nassau County department the goods or services were delivered.

10 Terms - The vendor should state the terms of payment. Any offered discounts should be stated here.

11 Date of delivery or service, itemization, unit price, amount - Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.

12 Total claimed - State the total dollar amount being claimed.

---

## IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS.
Vouchers cannot be paid without this number.

ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER

Complete the accounting information on at least one line under "NIFS Account Codes."
Use additional lines if more than one account is being charged.

Complete and enter into NIFS "invoice no. or claim no. and description" using the following format:

> Asterisk (*), followed by the vendor's invoice number if provided, followed by an asterisk (*), and then a description of the goods or services.
>
> When no invoice number has been provided, enter asterisk (*), followed by the claim number pre-printed at the top, followed by an asterisk (*) and then a description of the goods or services. *A total of up to (50) characters may be used.*

Enter the name of your department, your name, and telephone number.

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

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Laura Lowenstein _____ (Name)

   2116 Merrick Ave., Ste 3002, Merrick, NY 11566 _____ (Address)

   516-442-4045 _____ (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 _X_ 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 _X_ 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.

7/25/16
Dated

Signature of Chief Executive Officer

Laura Lowenstein
Name of Chief Executive Officer

Sworn to before me this

25 day of July, 2016.

Notary Public

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

**W I T N E S S E T H:**

**WHEREAS,** the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

**WHEREAS**, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

**WHEREAS**, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

**WHEREAS**, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

**WHEREAS**, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

**WHEREAS**, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of **Emergency Ambulance Billings** to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

**WHEREAS**, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

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

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

1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

(b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred ($100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) 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.

(h) 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.

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

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, 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 the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. 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.

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

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor

operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("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 negligent acts or omissions 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 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.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim; (iii) workers' compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor or any approved subcontractor 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 (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, including, but without limitation, any attorney hired by the Contractor in connection with 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County, at least ninety (90) 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) 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.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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 County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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 County Treasurer and (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.

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

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

16. 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 or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

CAPITAL RESOURCE MANAGEMENT, INC.

By: _____
Name: Laura Lowenstein
Title: President
Date: 7/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

, Subcontractor

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

PLEASE EXECUTE IN BLUE INK

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

On the 25 day of July in the year 2016 before me personally came Laura Lowenstein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Capital Resource Management, Inc., the company 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 company.

NOTARY PUBLIC

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

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

On the ____ day of _____ 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 _____ 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

## Appendix A
## Scope of Services

A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.

2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.

3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.

4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.

7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.

8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.

9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.

2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.

3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.

2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.

3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.

4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:

   (a) Reverse Directories;

   (b) Real estate records;

   (c) Dial-in inquiry to New York State Motor Vehicle records;

   (d) Direct access to computerized data bases of credit reporting services;

   or other legal methods acceptable to the County and agreed to between the Contractor and the County.

D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.

4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.

5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.

6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.

2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.

3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County

2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;

3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.

5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.

6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.

7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.

8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.

9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.

10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.

12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

**Exhibit "B"**
**Claim Voucher Form**

COUNTY OF NASSAU

# CLAIM VOUCHER

CLAIMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

| | |
|---|---|
| INVOICE NUMBER ① | DOCUMENT # ___ *(FOR NASSAU COUNTY DEPARTMENT USE ONLY)* |
| ORDER/CONTRACT NO. ② | BLANKET ORDER NO. ③ |

VENDOR INFORMATION: NUMBER (9) SUFFIX (2)

④ _____ ⑤ _____

NAME (30) ⑥ _____

(30) _____

ADDR (30) ⑦ _____

(30) _____

(30) _____

DISCOUNT AMOUNT

DISCOUNT DATE MO (2) DY (2) YR (2)

**CLAIMANTS CERTIFICATION**

I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

⑧ _____ Claimants Name _____ Date

X _____ By (Signature) _____ Title

DEPT. GOODS OR SERVICES DELIVERED TO ⑨

VENDOR'S PAYMENT TERMS ⑩

| ⑪ DATE DELIVERED | ITEMIZATION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | ⑫ TOTAL CLAIMED ▶ | |

*For Nassau County Department Use Only:*

**NIFS ACCOUNT CODES** *Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.*

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 2 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 4 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - "invoice no. or claim no." description

**NC Department** _____ **Amount Approved $** _____

**Contact Person** _____ **Date** _____

**Telephone No.** _____ **Comptrollers Approval** _____

# Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

1 Enter your invoice number if applicable.

2 Order or contract # - Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract . The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.

3 Blanket order # - Complete this section only if your claim is against a blanket order.

4 Vendor identification Number - Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.

5 Vendor number suffix - If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.

6 Vendor name - Complete this area with the name as it appears on our order or contract with you.

7 Vendor address - Complete this area with your remit to address.

8 Claimant's certification - Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.

9 Destination - Indicate to which Nassau County department the goods or services were delivered.

10 Terms - The vendor should state the terms of payment. Any offered discounts should be stated here.

11 Date of delivery or service, itemization, unit price, amount - Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.

12 Total claimed - State the total dollar amount being claimed.

---

## IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS.
Vouchers cannot be paid without this number.

**ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER**

Complete the accounting information on at least one line under "NIFS Account Codes."
Use additional lines if more than one account is being charged.

Complete and enter into NIFS "invoice no. or claim no. and description" using the following format:

> Asterisk (*), followed by the vendor's invoice number if provided, followed by an asterisk (*), and then a description of the goods or services.
>
> When no invoice number has been provided, enter asterisk (*), followed by the claim number pre-printed at the top, followed by an asterisk (*) and then a description of the goods or services. *A total of up to (50) characters may be used.*

Enter the name of your department, your name, and telephone number.

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

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Laura Lowenstein _____ (Name)

   2116 Merrick Ave., Ste 3002, Merrick, NY 11566 _____ (Address)

   516-442-4045 _____ (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 _X_ 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 _X_ 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.

7/25/16
Dated

Signature of Chief Executive Officer

Laura Lowenstein
Name of Chief Executive Officer

Sworn to before me this
25 day of July, 2016.

Notary Public

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

# CONTRACT

THIS AGREEMENT, dated as the date of execution by the County ( the "Effective Date") (together with the Addendum, schedules, appendices, attachments and exhibits, if any ("this Agreement" or "Agreement"), between (i) **COUNTY OF NASSAU**, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Office of the Nassau County Treasurer, having its principal office at One West Street, Mineola, New York 11501 (the "Department" and "Treasurer") and (ii) **Capital Resource Management, Inc.**, a New York domestic business corporation, having its principal office at 2005 Merrick Road, Suite 116, Merrick, NY 11566 (the "Contractor").

## W I T N E S S E T H:

**WHEREAS,** the County requires to retain a vendor to provide debt collection services relating to the collection of emergency ambulance billings; and

**WHEREAS**, the County issued Request for Proposals # TR0112-1602 on January 20, 2016 (the "RFP"); and

**WHEREAS**, the RFP sought proposals from qualified collection firms and agencies authorized to do business in the State of New York, to provide collection services, including without limitation the collection of debts and receivables and the litigation of claims and judgments, to various Nassau County departments; and

**WHEREAS**, the Contractor submitted a proposal in the response to the RFP dated February 10, 2016 (the "Proposal"); and

**WHEREAS**, the Proposal to provide debt collection services relating to the collection of emergency ambulance billings was found to be beneficial to the County; and

**WHEREAS**, the County partially awarded a contract to Contractor and selected Contractor to provide debt collection services relating to the collection of **Emergency Ambulance Billings** to the County in accordance with the Contractor's Proposal and forwarded Contractor a Notice of Intent to Award on or about April 26, 2016; and

**WHEREAS**, the County wishes to retain the Contractor to provide the services described in this Agreement to the County and the Contractor desires to provide such services;

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

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

1. Term. This Agreement shall commence on the Execution Date and continue for a period of three (3) years, unless terminated sooner in accordance with the provisions of this Agreement. Notwithstanding the foregoing, the County may, in its sole discretion, renew the term for two (2) additional one (1) year periods under the same terms and conditions for a total term of five (5) years.

2. Services. The services to be provided under this Agreement by the Contractor and the attorney selected by it and approved by the County Attorney shall consist of debt collection services and litigation services associated therewith relating to the collection of emergency ambulance billings as more fully described in Appendix A annexed hereto and hereby made a part hereof.

1.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's services (the "Services Fees") under this Agreement shall be: (i) Twenty-Three Percent (23%) of the gross amount collected by Contractor on consumer / commercial claims referred by the County; and (ii) Twenty Three Percent (23%) of the gross amount recovered by the Contractor on secondary placement claims referred by the County; (iii) Twenty-Four Percent (24%) of the gross amount collected plus enforcement costs for judgment enforcement claims referred by the County; and (iv) Twenty-Seven Percent (27%) of the gross amount collected plus suit costs for legal / litigation claims.

(b) Billing; Payment Procedure. The Contractor shall deposit an amount equal to all monies collected on the assigned Cases, as defined in Appendix A, into a County account in a depository designated by the County, in a format acceptable to the County, in the County's sole discretion, weekly on the Monday following the date of such collection; secure a receipted deposit slip from the depository; and immediately mail or deliver by hand the receipted deposit slip to the Office of the Nassau County Treasurer. A manual or electronic report in a format acceptable to the County containing the details of collections shall be forwarded to the County Treasurer by the tenth day of each month for all deposits made in the preceding month. In the event that the Contractor fails to deposit the monies collected as provided above, the Contractor shall be required to pay the County, upon demand, the actual interest that the County was unable to accrue (calculated at the rate of nine percent (9%) per annum) as a result of the delay in depositing the monies. In the event the Contractor fails to deliver the receipted deposit slip within two (2) working days after it is required to do so, the County may, after providing three (3) days written notice to Contractor, impose a liquidated damage of one hundred ($100.00) dollars for each day the Contractor fails to comply with its obligation to deliver a receipted deposit slip to the Treasurer after the written notice is received by the Contractor. The aforementioned interest and/or liquidated damages shall be paid within ten (10) business days after written notification by the County, or alternatively, may be deducted from any payments due the Contractor.

(c) Direct Payments to County. In the event that the County recalls a Case from the Contractor, any payment received by the County within thirty (30) days of such recall shall be treated as though the payment and monies recovered was collected by the Contractor prior to the recall, however this paragraph shall not apply to Cases recalled

based on the County's exercise of the right to terminate this agreement pursuant to section 11(a)(ii) herein. The County shall provide written notice to the Contractor of the recall of a Case.

(d) Reimbursement; Filing Fee Exemptions. The County shall reimburse the Contractor and/or its County-approved attorney for reasonable and necessary out-of-pocket disbursements actually incurred at cost without mark-up for process server fees, sheriff or marshal fees, court costs, or filing fees in its collection and litigation efforts under this Agreement. The aforementioned fees and costs shall be advanced by the Contractor. Actions and proceedings to collect on the claims of the County commenced in New York State Supreme Court within the County of Nassau are exempt from court fees and from certain County Clerk's fees. In the event the Contractor is informed that such exemptions do not apply, the Contractor must immediately notify and obtain written consent of the County before incurring such costs. If such exemptions do not apply and the Contractor has obtained written consent from the County, the Contractor shall be reimbursed for any such approved court and county clerk costs and fees. No other costs or expenses, including without limitation credit card service fees, will be reimbursed by the County. The County will not reimburse the Contractor for any costs incurred after a Case has been recalled.

(e) Vouchers; Voucher Review Approval and Audit. The Contractor shall bill the County for the Services Fees and reasonable out-of-pocket fees and disbursements (as described in subsection (d) above) on a monthly basis by submitting a claim voucher (the "Voucher") in the form attached hereto as Exhibit "B". Payment shall be made to the Contractor in arrears and shall be contingent upon the Contractor submitting a voucher in a form satisfactory to the County. The Voucher shall be addressed to the Office of the Nassau County Treasurer, 1 West Street, Mineola, NY, 11501, and must include a reference to Mr. Beaumont Jefferson, County Treasurer, or any other person designated by the County, as the contact person for the services and the Contractor's Tax Identification number. The Voucher shall include (i) the name of each Case in which money has been collected and/or disbursed, (ii) the amount of money collected/and or disbursed for each Case, (iii) a reasonably specific statement of the services provided and the payment requested for such services, (iv) a statement certifying that the services rendered and the payment requested are in accordance with this Agreement, (v) accompanying documentation satisfactory to the County supporting the amount claimed and (vi) any other material information that may reasonably be requested by the County. All payments made by the County to the Contractor shall be contingent upon and subject to review, approval and audit of the Voucher by the Office of the Nassau County Treasurer and/or the Nassau County Comptroller or his or her duly designated representative (the "Comptroller").

(f) Timing of Payment Claims. The Contractor shall submit Vouchers no later than three (3) months following the County's receipt of money that is the subject of a particular Case and no more frequently than once a month. Late Vouchers will be honored by the County upon appropriate notice and excusable neglect on the part of the Contractor.

(g) 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.

(h) 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.

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

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

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and as amended, conflicts of interest, human rights, a living wage, discrimination, privacy, 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 the HIPAA Business Associate Addendum ("Addendum"), Appendices A and EE attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached to this Agreement as Appendix L.

(c) Non-Disclosure. The Contractor acknowledges that it may be privy to sensitive and confidential information, records and data ("Information") acquired in connection with its performance under this Agreement. As such, the Contractor acknowledges and agrees that all Information (including without limitation Protected Health Information as described in the Addendum) acquired in connection with its performance under this Agreement shall be strictly confidential, held in the strictest confidence, and used solely for the purpose of performing services to or on behalf of the County and the Contractor. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the prior written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. The Contractor acknowledges that breach of the Non-Disclosure provisions of this Agreement may give rise to irreparable injury that may not adequately be compensable in damages or at law. Accordingly, Contractor agrees that injunctive relief may be an appropriate remedy in addition to any other remedies that may lie in equity or at law. The provisions of this paragraph shall survive the termination of this Agreement.

(d) Records Access. The parties acknowledge and agree that all 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 Section 87 of the New York State Public Officer's Law. 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.

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

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor

operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

(c) The Contractor shall ensure that any law firm to which it subcontracts to provide litigation services under this Agreement maintains professional liability insurance in accordance with Section 9 hereunder and any attorney assigned to handle County cases is in good standing with the Bar of the State of New York. Such law firm shall provide services in accordance with the best practices of the legal profession and in accordance with the Code of Professional Responsibility.

8. Indemnification; Defense; Cooperation. (a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses and damages (including, without limitation, attorneys' fees and disbursements) ("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 negligent acts or omissions 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 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.

9. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if subcontracting in whole or part with another entity to provide professional services, then the subcontractor shall have one or more

policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than five million dollars ($5,000,000) per claim; (iii) workers' compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor or any approved subcontractor 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 (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, including, but without limitation, any attorney hired by the Contractor in connection with 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 County. 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 County of the same and deliver to the County 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 Agreement void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

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

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

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a material breach of this Agreement which is not cured by Contractor within seven (7) days after written notification from the County; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the County, at least ninety (90) 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 County shall be given to the Deputy County Executive who oversees the administration of the Office of the County Treasurer (the "Applicable DCE").

(c) 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.

12. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the 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 County, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

13. 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 County Treasurer and (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.

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

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

16. 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 or Contractor employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Office of the Nassau County Treasurer, to the attention of the County Treasurer at 1 West Street, Mineola, NY 11501, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the County) at the principal 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, (iv) if to the County Attorney, to the attention of the County Attorney at One West Street, Mineola, NY, 11501, and (v) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the principal address specified above for the Contractor, and to Contractor's General Counsel at the same

address, or in each case to such other persons or addresses as shall be designated by written notice.

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

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

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

(d) Each party has cooperated in the negotiation and preparation of this Agreement, so if any construction is made of the Agreement it shall not be construed against either party as drafter.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of five hundred thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 and 126-2006. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any

Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

21. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

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

CAPITAL RESOURCE MANAGEMENT, INC.

By: _____
Name: Laura Lowenstein
Title: President
Date: 7/25/16

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

, Subcontractor

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

PLEASE EXECUTE IN BLUE INK

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

On the 25 day of July in the year 2016 before me personally came Laura Lowenstein to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is the President & CEO of Capital Resource Management, Inc., the company 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 company.

NOTARY PUBLIC

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

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

On the ____ day of _____ 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 _____ 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

## Appendix A
## Scope of Services

A. GENERAL CONTRACTUAL, LEGAL AND ETHICAL STANDARDS

1. The services to be provided by the Contractor shall include the collection of debts and receivables and litigation of claims and judgments (collectively referred to as "Cases") and related services, including but not limited to skip tracing and asset location. Cases referred to the Contractor shall include, without limitation, claims for the non-payment of: (i) the collection of emergency ambulance billings (ii) other fees and debts owed to various County departments and agencies. The Contractor will rely completely on the County to provide correct information about each Case(s) and, specifically, about any dollar amount in question. The County will promptly update and correct any information it has provided to the Contractor. In particular, the County will promptly notify the Contractor of any payment or other satisfaction of indebtedness made directly to the County or any other action affecting the amount or timing of monies owed by any debtor to the County, including notification of any debtor's retention of counsel or the filing of bankruptcy by any debtor.

2. The Contractor shall use maximum, diligent and timely efforts to attempt to effect collection.

3. All the Contractor's operations must be performed in accordance with the highest standard of legal ethics.

4. The Contractor shall comply strictly with any statute, act, law, ordinance, rule, regulation, guideline or code of conduct with respect to the collection of debts, communication with debtors and collection agency procedures, made or issued by any federal, state, city, county, town or village governmental agency in any jurisdiction or location in which any attempt to collect the debts described herein is made, including but not limited to the following: Fair Debt Collection Practices Act, 15 U.S.C. § 1692; New York State Judiciary Law Article 15, § 489; New York State General Business Law §§ 600 and 601; New York Executive Law § 63 subchapter 12.

5. All of the Contractor's employees assigned to perform work under this Agreement shall be closely directed and supervised by Contractor and shall strictly comply with all laws and regulations applicable to collection activities, and may not perform any function nor make any representation which lawfully may not, or professionally should not, be made by individuals who are not attorneys.

6. The Contractor shall assign matters requiring legal intervention to a law firm approved by the Nassau County Attorney ("County Attorney"), and that firm shall be responsible for the supervision and administration of the Contractor's performance of litigation services under this agreement and for the Contractor's coordination of its own efforts with those of the County.

7. In performing the services to be provided under this Agreement, the Contractor shall not represent that it is associated with, but may represent that it acts on behalf of, the County.

8. The Contractor may not contract out any work, including but not limited to litigation matters, without the prior express written permission of the County Attorney.

9. No Case shall be assigned to an attorney, or litigated in any way, unless the County Attorney approves such action, in the County's sole discretion, and the attorney to whom the Case shall be assigned.

B. ASSIGNMENT AND RECALL OF CASES TO/FROM THE CONTRACTOR:

1. The County will refer to the Contractor such Cases as it may in its sole discretion determine during the term of this Agreement. The County makes no representation as to the number of Cases that will be referred to the Contractor during the term of this Agreement. Referrals may be increased or decreased, without notice as the County deems appropriate. The County may attempt to make collections on Cases before they are referred to the Contractor.

2. The County may at any time, for any reason, recall any and all matters or Cases referred to the Contractor. The Contractor agrees to return to the County any and all matters recalled within 15 days of receipt of notice of any such recall. No Service Fees shall be due on any Case after it has been recalled by the County except for Service Fees earned on monies paid within thirty days of the recall and which were due to action undertaken by the Contractor prior to the County's notice to return the Case.

3. In any matter in which the interests of the County and any other client of the Contractor are, or may become adverse, the Contractor shall contact the County in writing, and provide an opinion as to the existence of, or potential for, conflict in the matter, and the Contractor's recommendation on how best to proceed.

C. COLLECTION, SKIP TRACING AND ASSET LOCATION EFFORTS

1. The Contractor shall provide skip tracing for the purpose of locating defendants and judgment debtors, and shall use skip tracing and other means available to skip trace each unverifiable or bad address, and shall document its skip tracing efforts.

2. Within a reasonable number of days of receipt of a Case, the Contractor shall mail a claim letter to each potential defendant with "address correction requested" noted on the envelope. The form of claim letter shall be subject to the review and approval of the County Attorney in his or her sole discretion. If mail cannot be delivered, the Contractor shall verify each potential defendant's name and residence address, skip tracing each in accordance with this Appendix A.

3. The Contractor's asset locating and judgment collection efforts shall include diligent and timely attempts to locate and verify each judgment debtor's address, place of employment and assets subject to attachment and execution.

4. In its sole discretion, the Contractor shall perform skip tracing and asset location by employing skip tracers and maintaining access to and/or utilizing all available and appropriate methods including, but not limited to, the following tools, their successors or equivalents:

   (a) Reverse Directories;

   (b) Real estate records;

   (c) Dial-in inquiry to New York State Motor Vehicle records;

   (d) Direct access to computerized data bases of credit reporting services;

   or other legal methods acceptable to the County and agreed to between the Contractor and the County.

D. LITIGATION SERVICES

1. All attorneys utilized by Contractor to perform services pursuant to this contract shall be members in good standing of the Bar of the State of New York.

2. The attorney shall be responsible for investigation of Cases where necessary, preparing and sending notices to debtors, drafting and serving a summons and complaint (properly verified where necessary), selecting, assuring the reliability of, and paying for the process server, providing sufficient supervision and review of the process server's actions to assure compliance with the requirements of law and to assure the validity of the affidavits of service and non-military service completed by the process

server, for commencing of and/or defending all necessary motions, unless notified to the contrary by the County, and for performing all the steps necessary in the litigation and collection of a Case, including but not limited to making maximum efforts to effect collections and following any County procedures for the settlement of a claim or judgment. The County reserves the right to direct the Contractor to instruct any attorney to discontinue use of particular process servers on Cases referred by the County effective immediately upon receipt of written notice from the County directing such discontinuation.

3. Prior to the service of any legal document by the Contractor or its attorneys acting on behalf of the County, one of the attorneys assigned by that firm shall review the particular file to determine that the criteria for legal action have been met, that the party to be served resides at the address appearing on the file, that the place of employment is verified, if necessary, and that all summonses and complaints, motions, notices, income executions, restraining notices, property executions, and all other pleadings and papers are served pursuant to law. Such attorney shall also review each legal document for its content, accuracy and lawfulness.

4. If requested by the Nassau County Attorney's Office (the "Office of the County Attorney") , litigation shall be commenced no later than six (6) months after assignment of a Case to the Contractor and shall be timely prosecuted. As agreed to by the attorney and directed by the County Attorney, attorneys shall pursue Cases, where appropriate, in all available state, federal, and local forums, including but not limited to Surrogate's Court and Bankruptcy Court.

5. Inquests shall be requested promptly after a default, where the inquest is necessary to obtain a judgment.

6. To the extent possible and as allowed by law, actions to collect judgments shall include, but are not limited to, service of income executions, property executions, restraining orders, initiation of supplementary proceedings, and where appropriate, other litigation efforts. Collection activities on judgments shall commence promptly, but no later than six months after entry of judgment.

E. ENTRY, RECORDING, AND SATISFACTION OF JUDGMENTS

1. County-approved attorneys shall cause all judgments to be entered, filed and docketed in the county where the action was brought, in the judgment debtor's county of residence, if within New York State, and in any county within New York State where the judgment debtor owns real property (as such fact becomes known), if not already so entered.

2. If a judgment has been satisfied, the County-approved attorney shall prepare a satisfaction of judgment within the time provided by law, shall file the original satisfaction with the court and shall send one copy to the judgment debtor, in accordance with applicable law.

3. The Contractor shall compute and collect interest on all judgments in accordance with applicable laws, regulations and rules, from the entry of each judgment.

F. FILES, REPORTS, AND PROCEDURES

1. The Contractor shall maintain a separate file for each referred Case. Files may be maintained electronically. Each file shall contain copies of all documents pertaining to the Case, copies of correspondence received from the responsible party, a record of all correspondence sent by the Contractor, and a record of all steps taken by the Contractor regarding the Case. All such files shall remain the property of the County. Separate records of the actions and activity occurring on all Cases that have been referred for legal action shall be maintained by the attorney's office and shall be preserved and available for inspection by the County

2. The Contractor shall maintain and utilize a computer system to track the status of all pending Cases both alphabetically and by agency of origin. The computer system shall generate the following reports which will be furnished to the County Treasurer, on a monthly basis, by the tenth working day following the month being reported: a status report for (i) pending claims and (ii) pending judgments, in alphabetical order by debtor, containing the following information: the County's claim number; the referring agency; the date of assignment to the Contractor; the date the claim accrued; the current status of each claim or judgment; the date of the last activity on each Case; a method of highlighting Cases in which no activity has occurred for two months; and totals for the number and amount of pending claims and judgments;

3. The reports described in paragraph F 2 of this Appendix A, and any other reports that may reasonably be required by the County, shall be available in both hard copy and electronically and furnished, in a format acceptable to the County, and are subject to criteria and standards to be established and set by the County. The Contractor will correct any errors in any

reports that are discovered by the Contractor or brought to the attention of the Contractor by the County. The County may, at its sole discretion, alter its reporting requirements, and the Contractor shall promptly comply with any such revised reporting requirements.

4. The Contractor shall advise the County of all of its collection procedures, and shall only employ those collection procedures explicitly approved by the County and authorized by law. The County reserves the right to require the Contractor to modify or change its procedures, and no procedure may be used by the Contractor which in the County's judgment is unfair, unethical, illegal or contrary to the best interest of the County.

5. Copies of all form "dunning" letters to be used by the Contractor shall be submitted to the County Attorney for approval prior to use.

6. The Contractor shall promptly report to the County Attorney any significant or potentially significant issue of law or fact which may arise in the course of collection of a Case. If the County Attorney agrees that a significant issue of law or fact is presented, the Case, in the sole discretion of the County Attorney, may either be returned to the County Attorney, or litigated by Contractor's attorney, subject to the supervision and approval of the County Attorney.

7. The Contractor shall promptly report to the County Attorney all counterclaims served against the County. In the sole discretion of the County Attorney, the Case may either be returned to the County Attorney or litigated by Contractor's attorney, subject to such supervision and control of the County Attorney, as the County Attorney deems appropriate. The Contractor shall not be entitled to a separate fee for defending any counterclaim.

8. No appeal may be filed without consent of the County, except to protect a statutory deadline. In such case, notification must be made promptly to the County Attorney. All Notices of Appeal served by the Contractor shall be delivered to the Office of the County Attorney.

9. All offers of settlement shall be submitted to the County Attorney on a form to be approved by the County Attorney, containing a statement of the facts and setting forth the Contractor's recommendations, and the basis for such recommendations.

10. No Case shall go without activity by the Contractor for more than three months except those Cases awaiting action by the courts, the sheriff or marshal, or Cases in which the Contractor is awaiting a response from a debtor or debtor's counsel and the Contractor or its attorney makes a Case notation that allowing additional time for a response is appropriate.

11. Each month the Contractor shall return those Cases which, after making every reasonable effort to collect, it deems uncollectible. Returns shall be made in a manner acceptable to the County. Subject to direction from the County, the Contractor may return all Cases within six months after assignment when the defendant cannot be located, or where the Contractor, in the reasonable exercise of its judgment, deems the claim or judgment uncollectible. The County may review the Cases returned, and in its sole discretion, require the Contractor to make additional collection efforts.

12. In the event that the Contractor receives correspondence, communication or payment relating to a Case which has not been assigned to the Contractor, or which has been closed and returned, the Contractor shall at no charge, inform the correspondent to contact the County Treasurer and shall notify the County Treasurer of the correspondence, communication or payment and forward such, in accordance with the County's instructions.

**Exhibit "B"**
**Claim Voucher Form**

COUNTY OF NASSAU

# CLAIM VOUCHER

CLAIMANT: Fill out only those areas printed in red. SEE reverse side for instructions.

| INVOICE NUMBER | DOCUMENT # |
|---|---|
| ① | *(FOR NASSAU COUNTY DEPARTMENT USE ONLY)* |
| ORDER /CONTRACT NO. ② | BLANKET ORDER NO. ③ |

VENDOR INFORMATION: NUMBER (9) SUFFIX (2)

④ ⑤

NAME (30) ⑥

(30)

ADDR (30) ⑦

(30)

(30)

| DISCOUNT AMOUNT | DISCOUNT DATE MO (2) DY (2) YR (2) |
|---|---|

CLAIMANTS CERTIFICATION

I hereby certify that this claim voucher is just, true, and correct; that the amount claimed is actually due and owing and has not been previously claimed; that no taxes from which the County is exempt are included; and that any amounts claimed for disbursements have actually and necessarily been made. I further certify that all items and/or services were delivered or rendered as set forth in this claim, and for all items and/or services delivered or rendered in accordance with a purchase order or contract that the prices charged are in accordance with the reference purchase order or contract. For all claims made as reimbursement for employee expenses, I further certify that the amounts set forth were actually and necessarily expended for the benefit of Nassau County, and that the monies expended have not been reimbursed nor do I expect to be reimbursed from any source.

⑧

Claimants Name Date

X

By (Signature) Title

DEPT. GOODS OR SERVICES DELIVERED TO ⑨ VENDOR'S PAYMENT TERMS ⑩

| ⑪ DATE DELIVERED | ITEMIZATION | UNIT PRICE | AMOUNT |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | ⑫ TOTAL CLAIMED ▶ | |

*For Nassau County Department Use Only:*

NIFS ACCOUNT CODES *Please note that only one invoice is payable per claim voucher. The invoice may be charged to more than one account code.*

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 2 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 3 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

| LINE # | INDEX | SUBOBJ | USERCODE | PROJECT | PROJDETAIL | GRANT | GRTDETAIL | G/L ACCOUNT | SUBSIDIARY | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|---|
| 4 | | | | | | | | | | |

INVOICE NO or CLAIM NO and DESCRIPTION (50):

FORMAT - 'invoice no. or claim no.' description

NC Department _____ Amount Approved $ _____

Contact Person _____ Date _____

Telephone No. _____ Comptrollers Approval _____

# Instructions for Completing County of Nassau Claim Voucher NIFS560

The numbers below refer to the circled numbered areas on the claim voucher. The claimant should fill in all those areas that are numbered on the face of this form. The completed and signed claim voucher and accompanying documentation should be mailed to the Nassau County department that has received the goods or services.

1 Enter your invoice number if applicable.

2 Order or contract # - Complete this section only if your claim is against an encumbered purchase order, delivery order, or contract . The code will be shown on the order, or contract. Do not complete this section if your claim is against an unencumbered blanket order, or other authority.

3 Blanket order # - Complete this section only if your claim is against a blanket order.

4 Vendor identification Number - Insert your nine-digit Federal identification number, or, if an individual without such a number, insert your social security number.

5 Vendor number suffix - If your organization services us from more than one location, include the two digit suffix which has been assigned to you. The suffix may be found on the order or contract.

6 Vendor name - Complete this area with the name as it appears on our order or contract with you.

7 Vendor address - Complete this area with your remit to address.

8 Claimant's certification - Read the certification language carefully and complete this area. The claimant name must be exactly as shown on the contract or order. This must be signed and dated by an authorized person within your organization. Claim vouchers not properly certified will be returned to you unpaid.

9 Destination - Indicate to which Nassau County department the goods or services were delivered.

10 Terms - The vendor should state the terms of payment. Any offered discounts should be stated here.

11 Date of delivery or service, itemization, unit price, amount - Complete this area as appropriate. Itemization should be detailed enough so that the claim can be audited without further inquiry. If you are submitting your own itemized invoice, it is not necessary to repeat this detail on the claim voucher. Your invoice should be attached the voucher and reference made to it in the space for itemization on the voucher. PLEASE NOTE: ONLY ONE INVOICE PER VOUCHER MAY BE SUBMITTED.

12 Total claimed - State the total dollar amount being claimed.

---

## IMPORTANT NOTE TO COUNTY DEPARTMENTS

Please complete the voucher document number generated from NIFS.
Vouchers cannot be paid without this number.

**ONLY ONE INVOICE IS PAYABLE PER CLAIM VOUCHER**

Complete the accounting information on at least one line under "NIFS Account Codes."
Use additional lines if more than one account is being charged.

Complete and enter into NIFS "Invoice no. or claim no. and description" using the following format:

> Asterisk (*), followed by the vendor's invoice number if provided, followed by an asterisk (*), and then a description of the goods or services.
>
> When no invoice number has been provided, enter asterisk (*), followed by the claim number pre-printed at the top, followed by an asterisk (*) and then a description of the goods or services. *A total of up to (50) characters may be used.*

Enter the name of your department, your name, and telephone number.

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

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

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

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

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

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

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

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

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

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so

that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

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

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

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

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

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

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

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

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such

modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

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

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

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

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

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

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

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or

rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

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

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

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

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

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

   Laura Lowenstein _____ (Name)

   2116 Merrick Ave., Ste 3002, Merrick, NY 11566 _____ (Address)

   516-442-4045 _____ (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 _X_ 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 _X_ 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.

7/25/16
Dated

Signature of Chief Executive Officer

Laura Lowenstein
Name of Chief Executive Officer

Sworn to before me this

25 day of July, 2016.

Notary Public

MARIA PELLEGRINO
Notary Public - State of New York
NO. 01PE6224820
Qualified in Nassau County
My Commission Expires Jul 12, 2018

# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 8/1/2016

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

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

PRODUCER
BREITSTONE & COMPANY LTD
PO Box 388
Cedarhurst, NY 11516

CONTACT NAME:
PHONE (A/C, No, Ext): (516)569-2550 FAX (A/C, No): (516)569-2016
E-MAIL ADDRESS: mike@breitstone.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: LLOYDS OF LONDON | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
CAPITAL RESOURCES MANAGEMENT INC
2005 MERRICK ROAD, #116
MERRICK, NY 11566

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | | MPL 1251998.15 | 11/01/15 | 11/01/16 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Anyone person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB<br>OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB<br>CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory In NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Debt Collection Services - Nassau County RFP # TR0112-1602
The County of Nassau is included as an additiional insured in respects to the above referenced RFP.

CERTIFICATE HOLDER
County of Nassau
1550 Franklin Avenue
Mineola, NY 11501

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

AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 2/4/2016

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

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

PRODUCER
BREITSTONE & COMPANY LTD
PO Box 388
Cedarhurst, NY 11516

CONTACT NAME:
PHONE (A/C, No, Ext): (516)569-2550 FAX (A/C, No): (516)569-2016
E-MAIL ADDRESS: mike@breitstone.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: LLOYDS OF LONDON | |
| INSURER B: | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
CAPITAL RESOURCES MANAGEMENT INC
2116 MERRICK ROAD, STE 3002
MERRICK, NY 11566

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | X | | MPL 1251998.15 | 11/01/15 | 11/01/16 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY<br>ANY AUTO<br>ALL OWNED AUTOS<br>HIRED AUTOS<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
COMMODORE TRADING CORPORATION IS INCLUDED AS AN ADDITIONAL INSURED IN RESPECTS TO 2116 MERRICK ROAD, MERRICK, NY 11566

CERTIFICATE HOLDER
COMMODORE TRADING CORPORATION
2116 MERRICK ROAD
MERRICK, NY 11566

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

# BUSINESS ASSOCIATE ADDENDUM

**THIS BUSINESS ASSOCIATE ADDENDUM** (hereinafter the "Addendum") is made as ofthe date of execution by the County , and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the **COUNTY OF NASSAU** New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and **CAPITAL RESOURCE MANAGEMENT, INC.** a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

1. **Background and Purpose**. Business Associate provides services (hereinafter the "Services") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.

2. **Definitions**. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

3. **Obligations with Respect to PHI**. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:

a. Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];

c. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];

d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];

e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];

g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];

i. Return of Information. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

j. Mitigation. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:

a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;

b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and

c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
   i. the disclosures are required by law; or
   ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].

5. **Security Safeguards**. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

6. **Term and Termination**.

a. Term. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.

b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].

7. **Indemnity**. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.

8. **Amendment**. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## 10. HITECH ACT

a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and

c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

## 11. MISCELLANEOUS

a. **Cooperation and Disputes**. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.

b. **Regulatory References**. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

c. **Conflicts**. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

d. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.

e. **Subcontractor Obligations**. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

| **COVERED ENTITY**<br>**COUNTY OF NASSAU** | **BUSINESS ASSOCIATE**<br>**CAPITAL RESOURCE MANAGEMENT INC.** |
|---|---|
| By: _____ | By: _____ |
| Title: Deputy County Executive | Title: President |
| Date: | Date: August 2, 2016 |

# BUSINESS ASSOCIATE ADDENDUM

**THIS BUSINESS ASSOCIATE ADDENDUM** (hereinafter the "Addendum") is made as ofthe date of execution by the County , and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the **COUNTY OF NASSAU** New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and **CAPITAL RESOURCE MANAGEMENT, INC.** a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

1. **Background and Purpose**. Business Associate provides services (hereinafter the "Services") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.

2. **Definitions**. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

3. **Obligations with Respect to PHI**. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:

a. Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];

c. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];

d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];

e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];

g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];

i. Return of Information. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

j. Mitigation. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:

a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;

b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and

c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
   i. the disclosures are required by law; or
   ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].

5. **Security Safeguards**. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

6. **Term and Termination**.

a. Term. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.

b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].

7. **Indemnity**. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.

8. **Amendment**. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## 10. HITECH ACT

a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and

c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

## 11. MISCELLANEOUS

a. **Cooperation and Disputes**. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.

b. **Regulatory References**. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

c. **Conflicts**. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

d. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.

e. **Subcontractor Obligations**. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

| **COVERED ENTITY**<br>**COUNTY OF NASSAU** | **BUSINESS ASSOCIATE**<br>**CAPITAL RESOURCE MANAGEMENT INC.** |
|---|---|
| By: _____ | By: _____ |
| Title: Deputy County Executive | Title: President |
| Date: | Date: August 2, 2016 |

# BUSINESS ASSOCIATE ADDENDUM

**THIS BUSINESS ASSOCIATE ADDENDUM** (hereinafter the "Addendum") is made as ofthe date of execution by the County , and is made part of the Collections Services Agreement dated as of the same date (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Services Agreement"), by and between the **COUNTY OF NASSAU** New York municipal corporation, with its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (hereinafter the "Covered Entity" or the "County"), and **CAPITAL RESOURCE MANAGEMENT, INC.** a company authorized to do business within New York State having its principal office at 2005 Merrick Road, Ste. 116, Merrick, NY 11566 (hereinafter "Business Associate" or the "Contractor").

1. **Background and Purpose**. Business Associate provides services (hereinafter the "Services") to Covered Entity pursuant to the Services Agreement of which this Addendum is a part. The provision of these Services may require Business Associate to be provided with, have access to, and/or create Protected Health Information ("PHI") that is subject to federal privacy regulations issued pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") and codified at 45 C.F.R. Parts 160 through 164 (the "HIPAA Regulations"). This Addendum shall address Business Associate's receipt, use, and creation of PHI during the provision of the Services to allow the Covered Entity to comply with HIPAA and other related applicable laws.

2. **Definitions**. Unless otherwise defined in this Addendum, all capitalized terms used in this Addendum shall have the meanings ascribed in the HIPAA Regulations; provided, however, that "PHI" shall mean Protected Health Information, as defined in 45 C.F.R. § 160.103 and 45 CFR 164.501, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

3. **Obligations with Respect to PHI**. The parties hereto recognize that Covered Entity's patient information is confidential and both Covered Entity and Business Associate are under an obligation to maintain the confidentiality of such patient information in accordance with federal and state law. Notwithstanding the generality of the foregoing, Business Associate specifically covenants and agrees to comply with the Business Associate provisions of HIPAA in all respects. Specifically, and without limitation, Business Associate agrees as follows:

a. Use and Disclosure. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Addendum, the Agreement or required by law [45 C.F.R. § 164.504(e)(2)(ii)(A)];

b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum or required by law [45 C.F.R. § 164.504(e)(2)(ii)(B)];

c. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Addendum within twenty-four (24) hours of when Business Associate becomes aware of such, including any

discovery of any inconsistent use or disclosure by an agent or subcontractor of Business Associate [45 C.F.R. §164.504(e)(2)(ii)©];

d. Agents. Business Associate agrees to ensure that any agents and subcontractors to whom it provides PHI received from, or created, or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this Addendum to the Business Associate with respect to such information [45 C.F.R. §164.504(e)(2)(ii)(D)];

e. Access to Designated Record Sets. To the extent that Business Associate processes or maintains PHI in a Designed Record Set, Business Associate agrees, at the request of Covered Entity for access to PHI about an individual contained in a Designated Record Set, in a time and manner designated by Covered Entity, to make such PHI available to Covered Entity to enable Covered Entity to fulfill its obligations under the HIPAA Regulations respecting the provision of access to PHI [45 C.F.R. § 164.504(e)(2)(ii)(E) and/or 45 CFR 164.524]. In the event that any individual requests access to PHI directly from Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

f. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains PHI in a Designated Record Set, Business Associate agrees to make any amendments to PHI in a Designated Record Set as directed or agreed by Covered Entity, and/or to make available to Covered Entity (or to an individual as directed by Covered Entity) PHI for such amendment, and incorporate any amendments to the PHI in accordance with the HIPAA Regulations [45 C.F.R. § 164.504(e)(2)(ii)(F)];

g. Accounting of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures of PHI, and to make available to Covered Entity such information as requested [45 C.F.R. § 164.504(e)(2)(ii)(G)]. In the event a request for an accounting is delivered directly to Business Associate, Business Associate shall, within ten (10) days, forward such request to Covered Entity;

h. Access to Books and Records. Business Associate agrees to make internal practices, books and records, including policies and procedures, and PHI received from, or created or received by Business Associate on behalf of Covered Entity, available to Covered Entity or the Secretary, as requested by Covered Entity or the Secretary. [45 C.F.R. § 164.504(e)(2)(ii)(H)];

i. Return of Information. Business Associate agrees upon the completion or earlier termination of the Services, to return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the provision of the Services and retain no copies, if it is feasible to

do so. If return or destruction is infeasible, Business Associate agrees to notify Covered Entity of this infeasibility and the reason(s) therefore and agrees to extend all protections, limitations and restrictions contained in this Addendum to Business Associate's use and/or disclosure of any retained PHI, and to limit further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall apply to PHI that is in possession of subcontractors or agents of Business Associate and shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services [45 C.F.R. § 164.504(e)(2)(ii)(I)]; and

j. Mitigation. Business Associate agrees to use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of the requirements of this Addendum.

4. **Permitted Uses and Disclosures of PHI**. Unless otherwise limited herein, Business Associate may:

a. Use and disclose PHI to perform functions, activities or services for, or on behalf of Covered Entity as specified in any Addendum with Covered Entity, provided that such use or disclosure is in compliance with law;

b. Use the PHI in its possession for its proper management and administration and to fulfill any legal responsibilities of Business Associate [45 C.F.R. §164.504(e)(4)(i)]; and

c. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, if:
   i. the disclosures are required by law; or
   ii. Business Associate obtains reasonable assurances in writing from the third party that the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party and the third party notifies the Business Associate of any instances of which it becomes aware in which the confidentiality of the information has been breached [45 C.F.R. § 164.504(e)(4)(ii)].

5. **Security Safeguards**. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, or transmits to or on behalf of Covered Entity as required by the HIPAA Regulations. Business Associate specifically agrees to employ multiple security mechanisms to ensure the confidentiality, integrity, and availability of the electronic data which is exchanged with Covered Entity, including but not limited to authentication controls, authorization controls, audit controls and encryption, as requested by Covered Entity. Business Associate further agrees to ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it. Business Associate also agrees to promptly report to

Covered Entity any security incident of which it becomes aware [45 C.F.R. § 164.314(a)(2)(i)(A)].

6. **Term and Termination**.

a. Term. This Addendum shall be effective the earlier of (i) that date this Addendum is made in accordance with the first paragraph of this Addendum or (ii) as of the date Business Associate first provides Services, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions of this Addendum.

b. Termination by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate, Covered Entity may, at Covered Entity's sole and absolute discretion, (x) immediately terminate the Services Agreement, this Addendum and terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI or (y) grant Business Associate an opportunity to cure the breach or end the violation it being understood that if such breach is not cured or violation ended within the time specified by Covered Entity, Covered Entity may: (i) terminate the Services Agreement, (ii) terminate the provisions of any service or other agreement with Business Associate that involves the use or disclosure of PHI, as Covered Entity designates in its sole discretion. If termination of the Services is not feasible, Covered Entity shall report the breach or violation to the Secretary of Health and Human Services [45 C.F.R. § 164.504(e)(1)(ii)].

7. **Indemnity**. Business Associate shall indemnify and hold Covered Entity harmless from all claims, damages, liabilities, judgments, costs, including reasonable attorneys' fees, which Covered Entity may incur in connection with the performance or breach of Business Associate's responsibilities, obligations, warranties, and representations contained in this Addendum. This provision shall survive the termination or expiration of this Addendum and the completion or earlier termination of the Services.

8. **Amendment**. The parties acknowledge that federal and state laws relating to the privacy and security of patient information are evolving rapidly. The parties hereby agree that references to HIPAA as set forth in this Addendum shall mean HIPAA as amended, without need to amend this Addendum. The parties further agree to take such actions and to execute any and all amendments to this Addendum that Covered Entity determines appropriate to implement the standards and requirements of HIPAA, the HIPAA Regulations and other federal and state laws and regulations relating to the privacy and security of patient information.

9. **No Third Party Beneficiaries**. Nothing express or implied in this Addendum shall confer upon any person, other than the Parties hereto and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

## 10. HITECH ACT

a. Business Associate will comply with the requirements of Title XII, Subtitle D of the Health Information Technology for Economic and Clinical Health (hereinafter "HITECH") Act, codified at 42 U.S.C. Sections 17921 – 17954, which are applicable to business associates, and will comply with all regulations issued by the Department of Health and Human Services (hereinafter "HHS") to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations; and

b. Business Associate will make a report to the Covered Entity of any breach of unsecured protected health information, as required by 42 U.S.C. Section 17932(b), within five business days of Business Associate's discovery of the breach, and

c. Business Associate will indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

d. Business Associate understands it is not in compliance with the HIPAA standards set forth in Sections 164.502(e) and 164.504(e) if the Business Associate knows of a pattern of activity or practice that the Covered Entity engages in which constitutes a material breach or violation of the Covered Entity's obligation under a contract or other business arrangement, unless the Business Associate takes reasonable steps to cure the breach or end the violation, as applicable, and if in taking steps to cure or end the breach it is unsuccessful, the Business Associate must terminate the contract or arrangement if feasible, and if not feasible, the Business Associate must report the problem to the Secretary.

## 11. MISCELLANEOUS

a. **Cooperation and Disputes**. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to this Addendum, the parties shall make reasonable good faith efforts to resolve such matters informally.

b. **Regulatory References**. Any reference to any part or section of the CFR shall include such part or section as drafted upon the effective date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

c. **Conflicts**. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

d. **Interpretation**. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the Covered Entity to comply to the greatest extent possible with the Privacy Rule, the Security Rule and other legal requirements.

e. **Subcontractor Obligations**. Any subcontractor that is approved as a subcontractor in the Services Agreement, agrees that it shall be bound by and comply with all terms and conditions contained in the Services Agreement and this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum effective as of the date set forth in Section 6(a) above.

| **COVERED ENTITY**<br>**COUNTY OF NASSAU** | **BUSINESS ASSOCIATE**<br>**CAPITAL RESOURCE MANAGEMENT INC.** |
|---|---|
| By: _____ | By: _____ |
| Title: Deputy County Executive | Title: President |
| Date: | Date: August 2, 2016 |

Contract ID#: CQAT16000016

Department: County Attorney

# Contract Details

SERVICES: E-282-16

NIFS ID #: CQAT16000016 NIFS Entry Date: 11/21/2016 Term: August 1, 2016 – July 31, 2017

| | |
|---|---|
| New ☒ Renewal ☐ | |
| Amendment ☐ | |
| Time Extension ☐ | |
| Addl. Funds ☐ | |
| Blanket Resolution ☐ RES# | |

| | | |
|---|---|---|
| 1) Mandated Program: | Yes ☐ | No ☒ |
| 2) Comptroller Approval Form Attached: | Yes ☒ | No ☐ |
| 3) CSEA Agmt. § 32 Compliance Attached: | Yes ☐ | No ☒ |
| 4) Vendor Ownership & Mgmt. Disclosure Attached: | Yes ☒ | No ☐ |
| 5) Insurance Required | Yes ☒ | No ☐ |

## Agency Information

| Vendor | | County Department |
|---|---|---|
| Name: Leahey & Johnson, P.C. | Vendor ID#: 132943775 | Department Contact: Jaclyn Delle |
| Address: 120 Wall Street, New York, New York 10005 | Contact Person: Peter James Johnson Jr. | Address: 1 West St., Mineola, New York 11501 |
| | Phone: (212) 269-7308 | Phone: (516) 571-3034 |

## Routing Slip

| DATE Rec'd. | DEPARTMENT | Internal Verification | DATE Appv'd & Fw'd. | SIGNATURE | Leg. Approval Required |
|---|---|---|---|---|---|
| | Department | *NIFS Entry (Dept)* ☐ *NIFS Appvl (Dept. Head)* ☐ | | | |
| 12/6/16 | OMB | *NIFS Approval* ☑ | 12/6/16 | | Yes ☐ No ☐ Not required if blanket resolution |
| 12/6/16 | County Attorney | *CA RE&I Verification* ☑ | 12/7/16 | | |
| | County Attorney | *CA Approval as to form* ☑ | 12/7/16 | | Yes ☑ No ☐ |
| | LEG Legislative Affairs | *Fw'd Original K to CA* ☐ | | | |
| | LEG Rules ☐/ Leg. ☐ | ☐ | | | |
| | County Attorney | *NIFS Approval* ☐ | | | |
| | County Comptroller | *NIFS Approval* ☐ | | | |
| | County Executive | *Notarization* ☐ *Filed with Clerk of the Leg.* ☐ | | | |

RECEIVED NASSAU COUNTY CLERK OF THE LEGISLATURE 2016 DEC 13 PM 3:35

PR5254 (8/04)

Contract ID#: CQAT16000016

Department: County Attorney

# Contract Summary

**Description:** New outside counsel contract.

**Purpose:** This is a contract for representation of the County and/or such other party as the County may be required to defend in various matters as requested by the County Attorney, or his designee, within the areas of law in which the Department has determined Counsel to be qualified. Counsel has been qualified by the Department in: Appellate, Casualty, Construction Litigation, Employment, Insurance, Federal Civil Rights Section 1983, Mediation, Medical Malpractice, and Tort law. As of the commencement of this agreement, Counsel is providing assistance to the Corrections department regarding the strip search litigation.

**Method of Procurement:** A Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

**Procurement History:** N/A – new contract

**Description of General Provisions:** As described above.

**Impact on Funding / Price Analysis:** $25,000.00 CURRENT/$50,000.00 MAXIMUM

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

**Recommendation:** Approve as submitted.

# Advisement Information

| BUDGET CODES | |
|---|---|
| Fund: | GEN |
| Control: | CC |
| Resp: | 1100 |
| Object: | DE500 |
| Transaction: | |

| FUNDING SOURCE | AMOUNT |
|---|---|
| Revenue Contract ☐ | XXXXXXX |
| County | $25,000.00 |
| Federal | $ |
| State | $ |
| Capital | $ |
| Other | $ |
| TOTAL | $25,000.00 |

| LINE | INDEX/OBJECT CODE | AMOUNT |
|---|---|---|
| 1 | CCGEN1100/DE500 | $25,000.00 |
| 2 | | $ |
| 3 | 12/7/16 | $ |
| 4 | | $ |
| 5 | | $ |
| 6 | | $ |
| | TOTAL | $25,000.00 |

| RENEWAL | |
|---|---|
| % Increase | |
| % Decrease | |

**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 |
| Name | Name | Date 12/9/16 |
| Date | Date | (For Office Use Only) E #: |

NIFA

# Nassau County Interim Finance Authority

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

1. **Vendor:** Leahey & Johnson, P.C. (CQAT16000016)

2. **Dollar amount requiring NIFA approval:** $ 50,000.00

   **Amount to be encumbered:** $ 25,000.00

   This is a ___ New Contract ___ Advisement ✓ Amendment

If new contract - $ amount should be full amount of contract
If advisement – NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. **Contract Term:** 08/01/2016-7/31/17

   Has work or services on this contract commenced? ✓ Yes ___ No

   If yes, please explain: Due to time sensitivity, contractor has commenced services.

4. **Funding Source:**

   ✓ General Fund (GEN)
   ___ Capital Improvement Fund (CAP)
   ___ Other

   ___ Grant Fund (GRT)
   Federal % ___
   State % ___
   County % 100

Is the cash available for the full amount of the contract? ___ Yes ___ No
If not, will it require a future borrowing? ___ Yes ___ No

Has the County Legislature approved the borrowing? ___ Yes ___ No ___ N/A

Has NIFA approved the borrowing for this contract? ___ Yes ___ No ___ N/A

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

This is a new contract for representation of the County and/or such other party as the County may be required to defend in various matters as requested by the County Attorney, or his designee, within the areas of law in which the Department has determined Counsel to be qualified. Counsel has been qualified by the Department in: Appellate, Casualty, Construction Litigation, Employment, Insurance, Federal Civil Rights Section 1983, Mediation, Medical Malpractice, and Tort law. As of the commencement of this agreement, Counsel is providing assistance to the Corrections department regarding the strip search litigation.

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

   Nassau County Attorney as to form ___ Yes ___ No ___ N/A
   Nassau County Committee and/or Legislature ___ Yes ___ No ___ N/A

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

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

## AUTHORIZATION

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

Rosemann Dallas 12/5/16

Signature Title Date

Print Name

## COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

## NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

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

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY ATTORNEY'S OFFICE, AND LEAHEY & JOHNSON, P.C.

WHEREAS, the County has negotiated a personal services agreement with Leahey & Johnson, P.C. to provide legal services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said agreement with Leahey & Johnson, P.C.

*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: Leahey & Johnson, P.C. (CQAT16000016)**

**CONTRACTOR ADDRESS: 120 Wall Street, New York, NY 10005**

**FEDERAL TAX ID #: 132943775**

---

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by advertisement in _____ [newspaper], posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on _____ [date]. _____ [state #] proposals were received and evaluated. The evaluation committee consisted of: _____
_____
_____ (list # of persons on committee and their respective departments). The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

**III. ☐ This is a renewal, extension or amendment of an existing contract.**
The contract was originally executed by Nassau County on _____[date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after_____
_____
_____ [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

**IV. X 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:**

X **B.** A Request for Qualification was issued and a panel of law firms/lawyers established. The firm Leahey & Johnson, P.C. has been added to this panel after the initial Request for Qualification was issued. After a review of the panel, Leahey & Johnson, P.C. has been selected to handle this matter because of their experience, expertise in the subject matter, and availability.

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

☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no._____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

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

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

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

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

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

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

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

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

**Department Head Signature**

14/1/16

**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. 03/16*

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?

NO

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: December 6 2016

Vendor: LEAHEY + JOHNSON P.C.

Signed: Peter J Johnson

Print Name: PETER J. JOHNSON

Title: PRESIDENT

PQF (02/2016)

## 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 PETER JAMES JOHNSON JR
   Date of birth [redacted]
   Home address [redacted]
   City/state/zip [redacted]
   Business address 120 WALL STREET
   City/state/zip NYC NY 10005
   Telephone 212-269-7308
   Other present address(es) _____
   City/state/zip _____
   Telephone _____
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President APR/ 1995 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. N/A

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, PETER J. JOHNSON, 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 21 day of MARCH 2016

Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

LEATHOY + JOHNSON P.C.
Name of submitting business

PETER J. JOHNSON
Print name

Signature

President
Title

3 / 21 / 17
Date

BHF (02/2016)

## 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: 3-21-16

1) Bidder's/Proposer's Legal Name: LEAHEY + JOHNSON P.C.

2) Address of Place of Business: 120 Wall STREET NYC NY 10005

List all other business addresses used within last five years:
42 LEROY STREET NYC NY 10014

3) Mailing Address (if different):

Phone: 212 269-7308

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number:

5) Federal I.D. Number:

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ___ ✓ Other (Describe) PROFESSIONAL CORPORATION

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

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

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

1-2016



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: NO CONFLICT OF INTEREST EXISTS,

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 EXIST

(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 OF INTEREST EXIST

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. WE UNDERTAKE A CONFLICT CHECK WITH REGARD TO EVERY ENGAGEMENT AND DO NOT ACCEPT A MATTER IF THERE IS A CONFLICT OF INTEREST,

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);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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 ROBERT MOONEY - ARROWPOINT CAPITAL

Contact Person

Address 3600 ARCO CORPORATE DRIVE

City/State CHARLOTTE, N.C. 28273

Telephone 704 522 2805

Fax #

E-Mail Address bob.mooney@arrowpointcap.com

Company BARNES + NOBLE

Contact Person STEVE ROBIOTTO

Address 122 FIFTH AVENUE

City/State NYC NY 10011

Telephone 212-633-3300

Fax #

E-Mail Address S ROBIOTTO@BN.COM

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Company CATHOLIC MUTUAL GROUP

Contact Person TONY MCLAUGHLIN

Address 10843 OLD MILL ROAD

City/State OMAHA NEBRASKA

Telephone 800 228-6108

Fax #

E-Mail Address T MCLAUGHLIN@CATHOLICMUTUAL.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.

Leahey & Johnson, P.C.
Attorneys at Law

MARCH 21, 2016

(212) 269-7308
FACSIMILE (212) 422-4751

120 Wall Street, New York, N.Y. 10005

A) RESPONSES

i) 1953
ii) PETER JAMES JOHNSON JR.
115 E. 9 ST NYC NY 10003
iii) SAME AS ii)
iv) NEW YORK STATE
v) 40-50 (VARIES)
vi) PROJECTED 6-7 MILLION DOLLARS
viii) N.A.

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, PETER J. JOHNSON JR, 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 21 day of MARCH 2016

Notary Public

ANTHONY ZITO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01ZI6209072
Qualified in New York County
My Commission Expires July 13, 2017

Name of submitting business: LEAHEY + JOHNSON P.C.

By: PETER J. JOHNSON JR
Print name

Signature

President
Title

3 / 21 / 16
Date

COUNTY OF NASSAU

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

1. Name of the Entity: LEAHEY + JOHNSON P.C.

Address: 120 WALL STREET NYC NY 10005

City, State and Zip Code: _____

2. Entity's Vendor Identification Number: _____

3. Type of Business: ____Public Corp ____Partnership ____Joint Venture

____Ltd. Liability Co ____Closely Held Corp PROFESSIONAL CORPORATION 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):

PETER JOHNSON JR,
LEAHEY + JOHNSON
120 WALL ST
NYC NY 10005

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.

PETER JOHNSON JR.
LEAHEY + JOHNSON
120 WALL ST NYC NY 10005

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

NONE

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

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

NONE

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

N/A

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

N/A

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: May 2P 2016

Signed: [illegible]

Print Name: PETER J. JOHNSON

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.

*Leahey & Johnson, P.C.*
*Attorneys at Law*

(212) 269-7308
Facsimile (212) 422-4751

120 Wall Street, New York, New York 10005

March 21, 2016

***Re: Leahey & Johnson, P.C.***

Dear :

Leahey & Johnson, P.C. ("the Firm"), is a preeminent law firm in New York City that provides defense litigation services to major insurers, third party administrators, national and local companies and municipalities in State and Federal courts throughout New York City, Long Island, and lower New York State. The Firm has been acknowledged by Martindale Hubbell's highest "AV" Rating and in the Bar Register of Pre-eminent Lawyers and Law Firms, and the New York Super Lawyers and Best Lawyers in America designation for many years.

The Firm was founded sixty-two years ago by the late Joseph M. Leahey, a former Justice of the New York State Supreme Court, and Peter James Johnson, Esq., nationally known for his trial tactics and litigation expertise in defending all types of tort litigation. Mr. Johnson was recognized by the New York Law Journal as "the standard setter" of the New York City trial bar. He created a culture of winning litigation through careful preparation at the Firm that he passed on to its current generation of leadership.

Peter James Johnson, Jr. is the Firm's President, and has held that position for about half of the Firm's existence. An "AV" rated graduate of Columbia College and Columbia University's School of Law, he is a noted appellate and trial lawyer recognized by Super Lawyers and others as one of the New York area's "go-to" lawyers in high-profile complex and challenging matters. Peter has lectured at the Practicing Law Institute, for Appellate Division law assistants, for the Committee on Character and Fitness, for the Office of the Nassau County Attorney, and other fora on trial and appellate practice. He is a member of the Governor's Judicial Screening Committee for

the Second Department and is Chairman of the Committee on Character and Fitness, Appellate Division, First Department where he is responsible for the admission of new attorneys. He was also recently appointed by the Chief Judge to a commission on reforming attorney discipline in New York.

Members of the firm include successful trial lawyers Chris Clarke and Michael Dempsey, each recruited and trained by the Johnsons; and Jim Tenney and Joanne Filiberti who are master appellate and complex litigation practitioners. The members of the firm have each learned their craft at the firm, which has developed and trained some of the strongest and most resourceful litigators in New York. From its newest associate to its most experienced member, the Firm inculcates an ethic of hard work and boundless creativity, and emphasizes the necessity of success for our clients in all our efforts. The Firm is a leader in defending tort claims, and has developed and refined strategies to evaluation and defend such claims effectively and successfully.

We have an active litigation practice in both New York State and Federal Courts. The Firm possesses unique expertise and an unparalleled record of success in trials and appeals of diverse tort matters, including:

- Automobile, Trucking & Bus Liability
- Construction Site & Labor Law Liability (Insurance and Reinsurance Matters)
- Mass Casualty Torts
  - Fire & Catastrophe Litigation
- Products Liability
- School, Daycare & Afterschool Program Liability
- Entertainment Industry Liability
- Premises Liability
  - Bar, Restaurant & Entertainment Venue Liability
  - Residential Owner Liability
  - Commercial Property Owner Liablity
- Defamation
- Civil Liability for Sexual Assault & Other Criminal Assault
- Employment Liability
- Civic & Municipal Liability
  - Civil Rights and Constitutional Violations
- Church, Cemetery, Not-for-Profit & Synagogue Liability
- Toxic Torts
- Auto Dealership Liability
- Corporate Liability

The firm has had equal success in complex commercial and corporate litigation involving contracts, real estate transactions and partnership disputes.

A partial list of clients who have been served by the Firm includes, but is not limited to:

- Academy Bus
- Allstate Insurance Company
- AlfaParf SRL
- Archdiocese of New York
- AIG/Chartis
- Arrowpoint Capital
- Baldor Specialty Foods
- Brown Stove
- Catholic Mutual Group
- Crawford & Company
- Coleman Camping
- Crosman Arms
- CNA
- C.V. Starr
- Empire City Subway
- First Alert
- Forest City Ratner
- Fox News Channel
- Gallagher Bassett
- Group Council Mutual Insurance Company
- Group One Auto Sales
- Medical Liability Mutual Insurance Company
- Medical Malpractice Insurance Association
- Nassau County, New York
- New York Downtown Hospital
- News Corporation
- Twenty-First Century Fox
- New York City Housing Authority
- New York Post
- New York State Insurance Fund
- New York State Insurance Department
- New York State Liquidation Bureau
- New York State Senate
- Praxair
- Revlon
- Royal-Sun Alliance Insurance

- Royal Canada
- RSUI
- Russell Corporation
- Sedgwick
- Starwood Hotels
- Sunbeam
- Donald Trump and The Trump Organization
- Turner Construction
- The City of New York
- U.S. Adjustment Bureau
- Verizon

The Firm has been successful in such traditionally "high risk" and "high exposure" areas in and around New York City, including the New York State Court of Claims, Bronx and Kings Counties, Nassau County, Suffolk County, the Hudson Valley as well as the Eastern and Southern Districts of the Federal Court, the four Appellate Divisions of New York State, the New York State Court of Appeals, and Federal Circuit Courts of Appeal. The Firm has also been called in to appear in other state and federal courts from New Jersey to Michigan.

The Firm has successfully litigated, tried, appealed, arbitrated and mediated literally thousands of cases in the New York Metropolitan area. We pride ourselves on meticulous attention devoted to each of our matters, and our strong record of advocacy is based on careful preparation coupled with constant communication with the client.

To implement this philosophy, the Firm has instituted a system of "Litigation Units" to ensure the flawless handling of each file within our control – from answer to trial. Each litigation unit is headed by a master trial or appellate lawyer and staffed by associate trial lawyers responsible for a designated group of matters. Each unit leader is charged with the task of daily supervision of his/her unit members and the chairing of a weekly session with those members in preparation for ongoing and upcoming matters. Additionally, the unit leader meets on a bi-weekly basis with other litigation unit leaders at a roundtable chaired by the firm's managing member and founder.

During the course of trials, each trial lawyer confers with his/her team leader and Mr. Johnson throughout and after court sessions. The careful preparation of lawsuits long before the trial of the action, early evaluation with the participation of the client, combined with the free exchange of strategies and solutions between the firm's trial lawyers and clients and their representatives has resulted in the firm's unprecedented success in the State and Federal trial courts and has established the Firm's pre-eminent position in the New York metropolitan area.

We enjoy an excellent relationship with the Judiciary at the State and Federal levels. Our involvement in bar associations and Court appointed Judicial selection panels, gives us an opportunity to have a mutually respectful relationship with the Judicial community.

The Firm's deserved recognition for having experienced and sophisticated litigators enables us to provide our clients an important advantage. New York's plaintiffs' bar who regularly bring tort claims know we are fully prepared to try these lawsuits to conclusion in State and Federal courts. This allows us to settle claims expeditiously and favorably.

Our members and senior associates have an expansive resume of bringing to favorable verdict and resolution significant and complex cases. The Firm has posted a record of success in defending so-called "full liability" and "absolute liability" cases. As the result of its emphasis on skillful presentation of engineering, physics, medical, economic, accounting and forensic evidence, the Firm has saved clients literally many millions of dollars.

One key to the Firm's success is constant preparation. The Firm is literally open for client meetings seven days a week. On weekends, the Firm's attorneys often gather in its conference rooms for symposia on such diverse topics as trial practice and technique, jury selection, cross-examination and use of expert witnesses. Additionally, prominent experts from the fields of medicine, engineering, economics, physics, chemistry and accounting valuation deliver lectures and answer questions from the staff.

Following is a discussion of some of the areas where we have extensive experience in defending the interests of insurers, insureds and self-insureds:

## I. Automobile, Trucking & Bus Liability

The Firm has decades of experience in defending insurance companies and individuals in thousands of lawsuits resulting from motor vehicle accidents involving private vehicles, commercial vehicles, common carriers, bicycles and pedestrians, and brought pursuant to the New York State Vehicle and Traffic Law, Insurance Law and common law tort. The Firm is experienced in all facets of automobile litigation, such as: Automobile Accident Claims (including PIP, UM and UIM), Commercial Vehicle Claims, and Truck/Motor Carrier liability

### A. Representative Automobile Accident Verdicts and Settlements

- Achieved numerous awards for summary judgment as well as defense verdicts on the issue of liability in cases involving lefts turns, rear-end collisions, head-on collisions, pedestrian knock-downs, motorcycle and bicycle accidents.

- Awarded a unanimous defense verdict at trial on liability involving a head-on collision occurring between our client, driver of a motor vehicle that allegedly crossed the double yellow line, and a motorcycle. Plaintiff motorcyclist demanded $100,000 to settle before trial alleging multiple serious injuries, including a fractured clavicle and shoulder impingement.

- Achieved numerous defense verdicts at a damages only trials after the plaintiffs were awarded summary judgment on liability as well as summary judgment awards on "serious injury", where the documentary evidence and party and medical expert testimony demonstrated that the plaintiffs failed to meet the New York State "serious injury" threshold.

- Achieved a jury verdict on liability finding each party 50% liable for the intersection collision. At the trial on damages, where the plaintiff underwent two back surgeries involving internal fixation of the cervical spine, achieved a jury verdict of $45,000, significantly below the standard award and a fraction of the plaintiff's demand for $9 million.

- Achieved a dismissal of all claims against our client, driver of the second car in a four car chain reaction rear-end collision accident, after three days of trial in federal court. The plaintiff sought $85,000 in damages at trial alleging he sustained a shoulder fracture, cervical radiculopathy, ulnar neuropathy and brachial plexopathy as a result of the accident.

### B. Automobile Accident Appeals

- Won reversal of an order which denied our client's motion for summary judgment on the issue of liability and obtained dismissal of all claims and cross-claims in claim for wrongful death arising from auto accident. In this high-profile case involving criminal charges against four of the named defendants who brought claims against our client in an attempt to allay their liability, we successfully argued that the intervening criminal acts of the co-defendants were not foreseeable, and that our client did not engage in improper conduct. At the trial after the appeal, the jury awarded the plaintiffs over $10 million in damages against the remaining defendants.

- Successfully defeated the plaintiff's appeal of the order vacating the default judgment against our client and dismissing the Complaint in its entirety. Demonstrated to the motion court and the appellate court that the building where our client, who was living with the plaintiff at the time, had allegedly been served had been continuously vacant for over two years and that process could not have been effected at the address specified in the affidavit of service.

### C. Commercial Vehicle & Truck Accident Verdicts and Settlements

- Obtained summary judgment on liability showing that our client, a nationally recognized utility provider, properly parked its service truck in the co-defendant construction company's work site while performing emergency repairs, and was not a proximate cause of the motor vehicle accident. Successfully achieved dismissal of all claims and cross-claims against our client in this matter where the plaintiff underwent back surgery as a result of the auto accident near the construction site.

- Represented major metropolitan newspaper in claim for wrongful death after the plaintiff's decedent ran a red light on a motorized bicycle and collided with the

side of the newspaper's delivery truck at high speed. The decedent, who was 16 years old at the time of the alleged incident, was in a coma for several months before dying from injuries allegedly sustained in the accident.

### D. Commercial Vehicle & Truck Accident Appeals

- Successfully appealed an order of the lower court which denied a nationally known utility company's motion for summary judgment on liability. On reversal, the appellate court ruled that utility's commercial truck, legally parked at a corner of a "T" intersection, was not obstructing the view of those entering the intersection. If the Firm had not been successful on appeal, our client was facing trial and a potential verdict in favor of the plaintiff of up to $750,000 for serious injuries, including a cardiac incident, resulting from the accident.

### E. Transportation, Vehicle & Bus Accident Verdicts and Settlements

- Represented major metropolitan area bus company in claim for quadriplegia after fire on bus and the ensuing panic caused the plaintiff to be ejected from bus front door while the bus was traveling 65 mph on major highway. Impleader of bus manufacturer caused modest settlement for our client.

- Represented major bus company in multiple serious injury claims by passengers after driver allegedly fell asleep at the wheel and bus left the roadway and flipped over.

- Represented bus company and driver in multiple serious injury and wrongful death claims by passengers resulting when the bus driver allegedly lost control of the vehicle and went off the road. Alternate causation theory caused early settlement below reserve.

### F. Transportation, Vehicle & Bus Accident Appeals

- Won reversal of an order denying the bus company's motion for summary judgment on the issue of "serious injury." Successfully argued to the Appellate Division that the plaintiffs failed to proffer competent medical evidence of their alleged limitations in range of motion to raise a question of fact in opposition to our client's bus company's *prima facie* showing of entitlement to summary judgment.

- Represented ambulette service on appeal of a jury verdict in favor of defendant showing that the verdict was not against the weight of the evidence. Successfully argued that the ten passenger ambulette experienced an electrical malfunction stranding the vehicle in the center lane of a three lane highway, that the driver immediately and properly set-up warning and safety devices to alert oncoming traffic of the stalled ambulette, and that the plaintiff's negligence was the sole proximate cause of the rear-end collision.

## II. Construction Site & Labor Law Liability

The Firm's attorneys have decades of experience defending "absolute" liability and Industrial Code violation claims arising from construction site accidents. The Firm has had success in obtaining defense and indemnification for our clients through tender demands and litigation. We have also successfully won defenses on damages where many other firms admit defeat. The Firm also has decades of experience in representing excess insurers in oversight of personal injury and wrongful death claims arising from construction site accidents to ensure the matters settle within the primary policy limits.

### A. Verdicts & Settlements

- Dismissal of high exposure paraplegia claim in Labor Law action based on sole proximate cause defense against the plaintiff.

- Successfully achieved by court order and negotiation countless tenders of defense and indemnification on behalf of property owners.

- Represented internationally known construction company in various construction site accident litigations.

- Achieved settlement of personal injury action alleging catastrophic, traumatic brain injury against our client, the general contractor of roadside construction project, where construction barriers allegedly blocked the view of the driver and pedestrian involved in a pedestrian knock-down accident.

- Successfully achieved dismissal of the plaintiff's Labor Law § 240(1) claim by demonstrating the plaintiff was not engaged in a height-related activity at the time of the partial amputation of the plaintiff's forearm by a falling fire escape ladder.

- Successfully moved *in limine* after opening statements to preclude the plaintiff's MRI films and expert testimony on the issue of causation, providing the foundation for a successful motion for a directed verdict dismissing the plaintiff's Complaint in its entirety. Ultimately achieved a settlement far below the standard.

### B. Appeals

- Achieved affirmance of summary judgment order dismissing the plaintiff's claims pursuant to Labor Law §§ 200, 240(1) and 241(6). Successfully argued that the owner of a two-family home retained nothing more than a limited power of general supervision and did not supervise or control the plaintiff or the means and methods of his work.

## III. Mass Casualty Torts

The Firm has experience representing well-known entities in the defense of wrongful death claims arising from catastrophic events that have gained nation-wide attention and news following.

- Represented furniture manufacturers with regard to 87 wrongful death claims resulting from inhalation of toxic and fatal fumes allegedly released by the product. Achieved a nominal settlement for our client, less than the cost of defense, in one of the most dangerous venues for defendants (Bronx County).

- Represented nationally known distributors and importers of firearms in successive federal court class actions for negligent distribution of firearms resulting in deaths and personal injury. Achieved discontinuances for our client.

- Represented a nationally known compressed gas manufacturer in State criminal investigation, wrongful death, personal injury and class action lawsuits for business interruption following a massive explosion and fire at a chemical analytical lab resulting in multiple deaths and injuries.

## IV. Products Liability

The Firm's attorneys have successfully defended product manufacturers, distributors and dealers in a variety of products liability claims, achieving excellent results for its clients through aggressive and persistent discovery, investigation, and expert retention.

### A. Verdicts & Settlements

- Represented one of the nation's largest auto dealerships in a claim regarding the dealership's alleged negligent installation of a component part resulting in the allegedly uncontrolled acceleration of a vehicle causing multiple serious and catastrophic injuries.

- Successfully represented a national leader and manufacturer of carbon monoxide detectors in multiple wrongful death actions arising from an incident at a Long Island home in which a family died.

- Represented a nationally known camping equipment company in various claims arising from the alleged negligent manufacture of lanterns, air pellet guns, gas tanks, gas and propane powered grills, water skis, electric blankets, and coffee makers.

- Represented a national distributor and formulator of commercial air conditioner coolant in a series of product liability actions in State and Federal courts involving property damage allegedly emanating from use of our client's product. Successfully shifted liability to others paying only modest settlements.

- Represented a national chain of vehicle repair shops in claims arising from the alleged negligent installation of brakes resulting in violent deaths of Hudson Valley teacher and politician.

- Represented a national manufacturer of stoves in a succession of residential tip over cases resulting in catastrophic injury.

- Represented a nationally known apparel company in catastrophic infant burn case involving ignition of sweatshirt during the lighting of a menorah.

- Represented manufacturer of New York City bus shelters sued by school teacher whose leg was amputated by the glass used in the bus shelter, which acted as a guillotine after it was struck by an automobile. Achieved dismissal of the Complaint based on the plaintiff's failure to serve proper Bill of Particulars.

- Achieved summary judgment on behalf of a Michigan based manufacturer of spray-paint hoses in personal injury action alleging negligent manufacture of component parts after diligent investigation resulted the successful impleader of the correct manufacturer.

- Represented international manufacturer of beauty products in action claiming the plaintiff was injured by a defective glass vial used to package hair products. Successfully obtained jurisdiction over foreign manufacturer and foreign distributers of the glass vial pursuant to the Hague Convention.

- Obtained summary judgment on behalf of garage owner in wrongful death action. Demonstrated through impleader of the manufacturer of the "man lift" that the plaintiff was using, that the "man lift" had malfunctioned causing plaintiff's decedent to be crushed to death. Successfully argued that the decedent was a "special employee" at the time of the accident and thus the garage owner was entitled to rely upon the Worker's Compensation exclusion.

### B. Appeals

- Took over representation of a regional food distributor whose answer was struck in catastrophic e coli personal injury matter. Achieved excellent victory on appeal setting new precedent regarding the continued existence of crossclaims after the crossclaiming party's answer was struck and as to the plaintiff's failure to provide responses in Bill of Particulars. Also, successfully defeated appeal by impleaded food manufacturer and grocery store for product liability.

## V. School, Daycare & Afterschool Program Liability

The Firm and its attorneys have decades of experience defending against claims arising out of playground accidents, claims of negligent supervision, and claims of negligent hiring, retention and training of school staff.

### A. Dismissals & Verdicts

- Achieved dismissal of claim for personal injuries by infant plaintiff who suffered a broken leg while playing football during recess on the school's parking lot which was also used as the playground for the students when weather permitted.

- Represent high school and its administration and athletic coaches against claims of bullying and hazing.

- Achieved summary judgment on behalf of school in personal injury action where court determined the student's sudden and unexpected act could not have been prevented by any greater supervision.

### B. Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of the school demonstrating that the security provided by the school was sufficient.

- Successfully achieved affirmance of lower court order dismissing the plaintiff's Complaint where the infant-plaintiff's own testimony demonstrated no additional supervision could have prevented the alleged injury.

- Successfully appealed order granting the plaintiffs' motion to compel discovery and denying our client's cross-motion for a protective order. Achieved unanimous reversal of the lower court's order demonstrating that the reports sought by the plaintiffs were prepared in anticipation of litigation, and that the plaintiffs failed to show that they had a substantial need of the materials and were unable without undue hardship to obtain the substantial equivalent of the materials by other means.

## VI. Entertainment Industry Liability

The Firm has successfully taken on the defense of high-profile individuals and venues in claims arising from diverse areas of tort and contract law.

- Represented internationally known music group in claim alleging wrongful death because of heroin allegedly being provided by the music group to one if its members who died of an overdose.

- Represented promoters of a concert that resulted in stampede causing multiple deaths and injuries. Successfully negotiated settlement.

- Represented well-known New York City nightclub and proprietor in action for defamation brought by former heavyweight boxing champion resulting in dismissal.

## VII. Premises Liability

The Firm and its attorneys have decades of experience defending claims against the owners of entertainment venues, residential properties, commercial properties, and retail properties. Our attorneys have had repeated success at trial and on appeal defending claims for premises liability through the diligent and focused attention to detail during discovery, retaining experienced investigators, and renowned experts on liability and damages.

### A. Bar, Restaurant & Entertainment Venues Verdicts & Settlements

- Successfully represented multiple New York City nightclubs, restaurants and bars in wrongful death, assault and sexual assault claims.

- Represented excess insurer of large state-owned football stadium in catastrophic personal injury claim resulting in quadriplegia of a child based on allegation of negligent sale of beer to a patron who subsequently drove drunk.

- Represented a well-known nightclub in a claim by the plaintiff that he sustained a skull fracture when a nightclub security guard beat the plaintiff's head against the floor after the plaintiff pulled a box-cutter during a melee at the nightclub. Successfully achieved a directed verdict at trial in favor of the nightclub upon a showing that the security guard was not a special employee of the nightclub.

- Represented well-known New York City restaurant and nightclub in action for multiple personal injury and wrongful death claims due to carbon monoxide poisoning. Achieved summary judgment on indemnification claims alleging grave injury for the personal injury plaintiffs. In addition, aggressive discovery on damages successfully resulted in a nominal settlement.

- Represented catering hall in action for wrongful death and personal injuries based on the Dram Shop Act where the plaintiffs alleged the catering hall over-served a guest at a wedding and allowed him to drive afterward resulting in a head-on collision with the plaintiffs' vehicle. Hard fought discovery and litigation, including multiple third-party actions resulted in a reasonable settlement.

### B. Bar, Restaurant & Entertainment Venues Appeals

- Successfully defeated the plaintiff's appeal of order granting summary judgment in favor of our client's nightclub arguing that the nightclub could not be held liable for the spontaneous, unforeseen and unexpected criminal assault by one patron of another patron.

### C. Residential Owner Liability

- In a standard-setting case of first impression, successfully limited the liability of a condominium owner in a catastrophic personal injury action arising from a roof-top fence collapsing from a common area and striking a pedestrian in the street.

- Succeeded in obtaining a defense verdict in wrongful death action arising from a fall down stairs of a residential home.

- Successfully represent the largest residential landlord in New York City in most dangerous jury venues on multiple summary judgment and dismissals based on claims regarding notice or creation of an alleged condition; insufficient security; sexual assaults by employees or third-parties; murders and assaults of children and elderly; dog bites; negligent maintenance of playgrounds, walkways, stairways, roofs, elevators, radiators/heating systems, smoke detectors; discretionary governmental judgment; negligent hiring, retention, training, and supervision of employees; as well as claims for contractual and common law defense and indemnification against third-parties.

- Successfully achieved summary judgment and dismissal of claim against residential landlord alleging premature birth and various personal injuries were the result of the plaintiff having to take the stairs to her 12th floor apartment every night for approximately two months due to non-functioning elevators in the residential building.

- Won summary judgment and dismissal of all claims against municipal landlord alleging shooting death of the plaintiff's decedent was the result of insufficient security at the premises. Successfully argued that the municipal landlord provided reasonable security measures and that the plaintiff could only offer speculation and conjecture as to how the unidentified assailant gained access to the premises.

- Achieved dismissal of all claims against municipal landlord alleging negligent maintenance of the heating system and failure to insulate heating pipes in the plaintiff's apartment resulted in catastrophic burns to the infant-plaintiff. Successfully argued that the heating system, including all steam pipes and radiators, was in compliance with the applicable Building Code and that the municipal landlord did not breach any duty to the plaintiffs.

- Succeeded in winning summary judgment in favor of the municipal landlord dismissing claim alleging negligent security at the building resulted in the stabbing of the plaintiff. Successfully argued that the plaintiff was the victim of a targeted assault and that the security provided by the municipal landlord was reasonable.

### D. Commercial Property Owner Liability

- Successfully achieved dismissal and nominal settlement of multiple matters involving escalators, elevators and stairs at municipal buildings, large retail establishments, and commercial buildings on behalf of out-of-possession landowners.

- Achieved dismissal of a case of first impression against a large commercial building for catastrophic psychiatric claims involving committal and permanent disability as a result of bedbug bites.

- Represented the owner of a commercial factory in Queens, New York that burned to the ground. Several tenants of the factory brought claims against the owner for failing to have a working sprinkler system in the building as required by the New York City Building Code. Achieved settlement for a fraction of the claimed damages.

- Achieved summary judgment, discontinuance and settlement of various claims for personal injuries at retail locations throughout New York State on behalf of nationally known booksellers.

### E. Commercial Property Owner Liability Appeals

- After a jury verdict of $2.2 million in favor of the plaintiff and holding our client' 40% liable for damages, successfully appealed and achieved reversal of an interlocutory lower court order and obtained dismissal of all claims against our client.

## VIII. Defamation

- Represented nationally known bookseller and media company in federal litigation claiming defamation, achieved dismissal of the complaint before discovery.

## IX. Civil Liability for Sexual Assault & Other Criminal Assault

The Firm has successfully defended its clients against catastrophic claims for personal injuries and wrongful death arising from claims of sexual and criminal assault. The Firm has cultivated relationships with experts in the fields of forsenic pathology, criminal profiling, and psychology to defend these claims.

- Represented defendant in a claim of negligent oversight of a foster care program.

- Represented municipal authority in claims for personal alleging sexual abuse and rape of children and women by employees of the authority; and in claims for personal injuries and wrongful death as a result of robberies, homicides/targeted attacks in residential buildings.

## X. Employment Law

The Firm understands its clients' need for discretion and the sensitive nature of claims arising under this area of the law. The Firm's attorneys work closely with our clients to ensure the confidentiality of negotiations which often high-profile and high-level employees of nationally and internationally known entities.

- Represented internationally known media and entertainment company in wrongful discharge, defamation and civil rights violations suit. Resulted in a confidential settlement.

- Represented cable television company in arbitration regarding various wrongful discharge claims by high level executive. Resulted in a confidential settlement.

- Represented New York State public authority in numerous sexual harassment claims by employees against co-workers.

## XI. Civic & Municipal Liability

The Firm and its attorneys are experienced and successful in defending claims brought against local and State agencies, authorities and municipalities. The Firm's attorneys have experience defending against claims for constitutional and civil rights violations in the State and Federal Courts of New York State. Through cooperation and coordination with our clients, the Firm has achieved success in defending these claims.

### A. Verdicts & Settlements

- Represented County in claim for State and Federal constitutional violations and state tort claims in wrongful death action arising from the County's use of deadly force. Achieved settlement before motion for summary judgment was decided.

- Represent County in defending claims alleging civil rights violations under the Federal and State Constitutions, violations of Federal and State statutory and common law, malicious prosecution, false imprisonment, wrongful death, assault and negligence.

### B. Appeals

- Represented County in multimillion dollar contract dispute with State agency on bond and loan repayment.

- Represented New York State Senate in Court of Appeals challenge of New York State Constitution's speech and debate clause.

## XII. Church, Cemetery, Not-for-Profit & Synagogue Liability

The Firm understands the unique nature of the various religious organizations that exist throughout New York State, and its attorneys are experienced and well-versed in the First Amendment and the New York State Religious Corporations Law which gives each denomination the ability to follow its own precepts within the bounds of State and Federal law to regulated the denominations properties and employees and exercise self-determination. In addition, the Firm is experienced in representing not-for-profit organizations and the New York State Not-for-Profit Corporations Law.

### A. Dismissals

- Achieved dismissal of claim by atheist organization against the church and church official involving the display of the World Trade Center steel beams in the form of a cross at the World Trade Center Memorial Museum.

- Successfully represented and achieved dismissals for Jewish and Catholic cemeteries in negligent burial claims by surviving family members.

- Successfully represented Union's board members in a dispute involving the creation of a not-for-profit foundation.

- Achieved dismissal on summary judgment on behalf of funeral home against claims for emotional distress and common law tampering with dead bodies through skillful narrowing of claims through a bill of particulars.

- Successfully defeated motion for class certification and achieved dismissal of RICO claims against funeral home for alleged co-mingling of ashes in cremation cases.

### B. Appeals

- Successfully defeated plaintiffs' successive appeals to the New York State Appellate Division and Court of Appeals regarding the Archdiocese's interpretation of the New York State Religious Corporations Law and a Church's ability for self-determination.

- Achieved affirmance of the order dismissing the appellants' Article 78 petition. Successfully argued that the appellants were properly removed from their positions as directors, officers and/or members of the charitable fund and that the appellants lacked standing to commence the Article 78 proceeding on behalf of the charitable fund.

## XIII. Toxic Torts

The Firm has experience with the ever-changing regulations regarding toxic torts arising from the use and continued exposure to asbestos, lead paint, and mold. The Firm has successfully defended against claims for personal and psychological injuries resulting from exposure to these substances through the use of expert medical and liability testimony by leaders in the field.

- Represented internationally known chain of private clubs in mold exposure case brought by internationally known design firm as a result of most cause by club's spa facility.

- Achieved dismissal of party in serious lead paint exposure claim involving injuries to multiple children.

- Handling of multiple lead paint claims resulting in settlements far below local norms based on aggressive expert retention, investigation, and determination and impleader of prior tortfeasors.

## XIV. Auto Dealership Liability

The Firm has represented an internationally known auto dealership in all manner of tort and contract litigation including, but not limited to, repair, service and installation liability, showroom liability, fraudulent sale and resale of vehicles, and premises liability.

- Achieved dismissal of breach of contract claim against regional luxury car dealership based on allegation of failure to deliver a vehicle. Successfully counterclaimed and obtained a judgment against the plaintiff lessee for breach of contract and fraud involving the exporting of our client's vehicles in violation of the sale contract terms to lease vehicles solely within the United States.

- Represent dealership in multi-plaintiff personal injury litigation resulting when an co-defendant drove a vehicle that had sold and serviced by the dealership, into the first floor of a building that was hosting a holiday party. The co-defendant ran over approximately 20 people in that building.

## XV. Corporate Liability

The Firm represents various corporate clients in regulatory matters.

- Represented international hotel chain in Attorney General claims for profiteering on room rates during the time of a national emergency.

- Represented a products manufacturer with various Attorney Generals on claims involving trailer heater fires.

The foregoing is just a sampling of the types of matters that the Firm has handled over its sixty year history. It is our goal to provide the highest level of legal expertise, accessibility, and responsiveness in litigation, trial, arbitration or mediation of claims.

Because the Firm has been intimately involved in the defense of tort claims for such a long period of time, we have excellent relationships with the pre-eminent experts in these fields, as well as private investigators who are retired from various police agencies throughout the state. This would include, *inter alia*, some of the pre-eminent experts in accident re-construction, fire safety, playground safety, retail liability, work-site safety, engineering, walkway safety, bio-mechanical engineering, vocational rehabilitation, life care planning, and economics.

After your review and analysis of this correspondence, we would welcome the opportunity to meet in person to discuss our Firm's ability and interest in representing you.

In closing, I thank you for your kind courtesy and consideration of our law firm.

Very truly yours,

Peter James Johnson, Jr.

CONTRACT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Leahey & Johnson, P.C., with an office located at 120 Wall Street, New York, New York 10005 ("Counsel" or "Contractor").

WITNESSETH:

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

WHEREAS, Counsel is eminently qualified and ready to provide the necessary services; and

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

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

1. Term. This Agreement shall commence on August 1, 2016 and shall terminate on July 31, 2017, unless sooner terminated in accordance with the provisions of this Agreement, provided that the County may renew this Agreement under the same terms and conditions for four (4) additional one (1) year periods.

2. Services. The services to be provided by Counsel under this Agreement shall consist of representing Nassau County, and/or such other party as the County may be required to defend, in various matters as requested by the County Attorney, or their designee, within the areas of law in which the Department has determined Counsel to be qualified ("Services"). The areas of law in which the Department has determined Counsel to be qualified to represent the County are described in the attached Appendix A. Services shall include, but not be limited to: motion practice; pre-trial discovery; trial; appeals; transactional related issues; and such other Services as may be required to fully represent the County. Except as otherwise provided in this Agreement, such Services shall conclude no earlier than entry of a verdict or a settlement or of a court-order terminating the litigation.

3. Payment. (a) Amount of Consideration. (1) The amount to be paid to Counsel as full consideration for Counsel's Services for at least during the initial stages of representation under this Agreement, including disbursements, shall not exceed the sum of Fifty Thousand Dollars ($50,000.00) ("Maximum Amount"). Compensation for professional services shall be paid at an hourly rate according to the following fee schedule:

| | |
|---|---|
| (i) Partner: | $235.00 |
| (ii) Associate: | $235.00 |
| (iii) Paralegal/Law Clerk: | $85.00 |

(2) Any appearances before the County Legislature, or any committee thereof for the purpose of the approval of this Agreement or any amendment thereto, are to be construed as part of the fee negotiation and approval process and Counsel agrees that no fee will be charged for any such appearances.

(3) Partial Encumbrance. Counsel acknowledges that the County will partially

encumber funds to be applied toward the Maximum Amount throughout the term of this Agreement. Counsel further acknowledges that the first encumbrance shall be Twenty-five Thousand Dollars ($25,000.00). Thereafter, the Department shall notify Counsel of the availability of monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

(b) Vouchers; Voucher Review, Approval and Audit. Payment shall be made to Counsel in arrears and shall be contingent upon (i) Counsel submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) is accompanied by a contemporaneous record of hours billed stating the person(s) performing the Services and indicating with reasonable specificity, the Services provided and the payment requested in consideration for such Services, or contains a detailed, itemized list of allowable expenses; (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 upon (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel shall submit its claim 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) Expenses and Disbursement. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, in accordance with the Litigation Management Guidelines for Nassau County. Counsel shall obtain prior written approval from the County Attorney or his designee for all non-routine expenses and disbursements.

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

(f) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to Counsel 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 Counsel received notice that the County did not desire to receive such services.

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

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

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

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

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

(ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. Counsel has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

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

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that the Counsel may take such action as it deems appropriate.

7. Ownership of Records. All County Information provided to Counsel by the County shall remain the property of the County. All reports, documents or information created by Counsel on behalf of the County shall be deemed the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information, reports, documents or information shall be returned to the County.

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

(b) Counsel shall deliver Services under this Agreement in a professional manner consistent

with the best practices of the legal profession. Counsel shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Counsel Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. No Conflict Representation. During the term of this Agreement, Counsel shall not represent any party whose interest is or may be adverse to or in conflict with, or whose interest may appear to be adverse to or in conflict with the County, nor shall it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or any County officer or employee, without the County's prior written consent.

10. Indemnification; Defense; Cooperation. (a) Counsel shall indemnify, defend and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities arising out of or in connection with performance under this Agreement by Counsel or a Counsel Agent, provided, however, that the Counsel shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) Counsel shall, upon the County's demand and at the County's direction, promptly and diligently defend, at Counsel'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 Counsel is responsible under this Section, and, further to Counsel's indemnification obligations, Counsel shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of Counsel and/or a Counsel Agent in connection with this Agreement.

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

11. Insurance. (a) Types and Amounts. Counsel shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit of liability of not less than One Million Dollars ($1,000,000.00) per claim (iii) compensation insurance for the benefit of the Counsel'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 Counsel 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. Counsel shall be solely responsible for the payment of all deductibles to which such policies are subject. Counsel shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by Counsel under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this

Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, Counsel shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. Counsel 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 Counsel to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of Counsel 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.

12. 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.

13. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to Counsel, (ii) for "Cause" by the County immediately upon the receipt by Counsel of written notice of termination, (iii) upon mutual written Agreement of the County and the Counsel, 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 Counsel. This Agreement may be terminated by Counsel if performance becomes impracticable through no fault of the Counsel, where the impracticability relates to Counsel'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 Counsel 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 Counsel 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 Counsel'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 Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Counsel Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Counsel 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 Counsel's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

14. Accounting Procedures; Records. Counsel 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 or such other standard accounting principles that are acceptable within the industry and, if Counsel 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.

15. 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, Counsel 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. Counsel shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of Counsel shall allege that the above-described actions and inactions preceded Counsel'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.

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

17. 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.

18. 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 Department, to the attention of the Commissioner at the address specified above for

(iv) if to Counsel, to the attention of the person who executed this Agreement on behalf of Counsel at the address specified above for Counsel, or in each case to such other persons or addresses as shall be designated by written notice.

19. 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.

20. 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.

21. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of One Hundred Sixty Dollars ($160.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 128-2006. The administrative service charge shall be due and payable to the County by Counsel 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 requisite County and other governmental approvals have been obtained, including, if required, approval by the County Legislature and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(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 government.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim

County from the state and/or federal governments.

(c) NIFA Approval. County contracts with a Maximum Amount equal to or greater than Fifty Thousand Dollars ($50,000.00) require the approval of the Nassau County Interim Finance Authority ("NIFA") during the control period declared by NIFA on January 26, 2011, with limited exceptions. NIFA also requires that when the aggregate of contracts issued to a particular vendor for the provision of similar services is equal to or greater than $50,000 in any 12-month period they be subject to NIFA approval even if each individual contract is less than $50,000. NIFA has advised the County that NIFA's approval is subject, among other things, to the following limitation: payment to Counsel under this Agreement for Services, including related expenses and disbursements, rendered prior to the later of (i) the date of NIFA approval or (ii) full execution of the Agreement (such date, the "Approval Date") shall not exceed the sum of Fifty Thousand Dollars ($50,000.00). Counsel therefore acknowledges that charges incurred over Fifty Thousand Dollars ($50,000.00) prior to the Approval Date shall not be approved by NIFA, and shall not be paid by the County, unless NIFA makes an exception to its policy. Accordingly, to mitigate against exposure, Counsel shall provide the following notice to the Department:

(A) If Counsel anticipates incurring costs in excess of Fifty Thousand Dollars ($50,000.00) prior to the Approval Date, Counsel shall provide written notice to the Department at least Forty-five (45) days prior to the date on which Counsel anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap.

(B) If Counsel has reached or anticipates reaching the Fifty Thousand Dollar ($50,000.00) cap prior to the Approval Date, and in less than Forty-five (45) days, Counsel shall provide the Department with immediate written notice.

Upon receipt of such notice, the Department will review and advise Counsel of the Department's intended course of action, which, in appropriate cases as determined by the Department, may include seeking a waiver from NIFA.

23. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

[Remainder of Page Intentionally Left Blank.]

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

LEAHEY & JOHNSON P.C.

By:_____

Name: PETER J. JOHNSON

Title: President

Date: Aug 15 2016

NASSAU COUNTY

By:_____

Name:_____

Title: County Executive

☐ Deputy County Executive

Date:_____

PLEASE EXECUTE IN BLUE INK

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

On the 15th day of August in the year 2016 before me personally came Peter James Johnson, Jr to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of New York; that he or she is the President of Leather & Johnson P.C., 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

STEVEN MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4992737
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 02, 2018

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

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

NOTARY PUBLIC

## Appendix A

Cases and/or matters may be assigned by the County Attorney, or their designee, to Counsel throughout the term of this Agreement in the following areas of law in which Counsel has been determined to be qualified by the Department:

1. Appellate
2. Casualty
3. Construction Litigation
4. Employment
5. Insurance
6. Federal Civil Rights Section 1983
7. Mediation
8. Medical Malpractice Law
9. Torts

The Department may qualify Counsel in additional areas of law.

**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"), Counsel hereby certifies the following:

1. The chief executive officer of Contractor is:

   PETER J. ROBINSON (Name)

   120 MAIN ST 22nd FLOOR NYC NY 10005 (Address)

   212-269-7308 (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 ____ (1) 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.

Aug 15 2016
Dated

Signature of Chief Executive Officer

Name of Chief Executive Officer

Sworn to before me this
15th day of August, 2016.

Steven Mart
Notary Public

STEVEN MARTIN
NOTARY PUBLIC, STATE OF NEW YORK
NO. 4992737
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES MARCH 02, 2018

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# FINANCE COMMITTEE ADDENDUM

**JANUARY 9, 2017 1:00 PM**

**Richard Nicolello – Chairman**
**Vincent Muscarella – Vice Chairman**
**Rose Marie Walker**
**Donald MacKenzie**
**Siela A. Bynoe – Ranking**
**Laura Curran**
**Ellen Birnbaum**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **3-17** | **AT** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 9857/11; SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 9855/11; MCIMETRO ACCESS TRANSMISSION SERVICES LLC V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6104/11; VERIZON NEW YORK INC. V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NOS. 6101/11, 8307/10, 8115/09, 7936/08, 6930/07, 5107/06, 5671/05, 5751/04, 6650/03; KEYSPAN GAS EAST CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO 6349/11; LONG ISLAND WATER CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NOS. 6098/11, 8198/10, 8112/09, 7894/08, 7213/07, 5920/06, 6549/05, 5844/04, 6601/03; NEW YORK WATER V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6348/11; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 5216/12; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8206/10; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8194/09; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 7893/08; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6858/02; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6578/01; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6794/00; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 12177/98; AND KEYSPAN GAS EAST V. TOWN OF NORTH HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8194/10, 5455/12, 6347/11, 8199/09, 7888/08, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 3-17(AT) |
| **9-17** | **OMB** | **HE, F, R** | **ORDINANCE NO. -2017**<br>ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 9-17(OMB) |
| **10-17** | **PK** | **F, R** | **RESOLUTION NO. -2017**<br>RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS AND THE HISTORICAL SOCIETY OF THE MERRICKS. 10-17 (PK) |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **11-17** | **PK** | **F, R** | **RESOLUTION NO. -2017**<br>RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A GRANT AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND MUSEUMS, AND THE HOOD AFRICAN METHODIST EPISCOPAL ZION CHURCH. 11-17 (PK ) |

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# HEALTH AND SOCIAL SERVICES COMMITTEE ADDENDUM

**JANUARY 9, 2017 1:00 PM**

**Rose Marie Walker – Chairwoman**
**C. William Gaylor III – Vice Chairman**
**Laura Schaefer**
**James Kennedy**
**Delia DeRiggi-Whitton – Ranking**
**Siela A. Bynoe**
**Arnold Drucker**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **9-17** | **OMB** | **HE, F, R** | **ORDINANCE NO. -2017**<br>ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 9-17(OMB) |

# NASSAU COUNTY LEGISLATURE

## 11th TERM MEETING AGENDA

# RULES COMMITTEE ADDENDUM

**JANUARY 9, 2017 1:00 PM**

**Norma Gonsalves – Chairwoman**
**Richard Nicolello– Vice Chairman**
**Dennis Dunne**
**Howard Kopel**
**Kevan Abrahams – Ranking**
**Delia DeRiggi-Whitton**
**Carrié Solages**

**Michael C. Pulitzer, Clerk of the Legislature**

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **615-16** | **CE** | **R** | **RESOLUTION NO.-2017**<br>A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF MARGARET MARTINEZ MALITO TO THE LONG ISLAND REGIONAL PLANNING COUNCIL. 615-16(CE) |
| **616-16** | **CE** | **R** | **RESOLUTION NO.-2017**<br>A RESOLUTION TO CONFIRM THE COUNTY EXECUTIVE'S APPOINTMENT OF NANCY ENGELHARDT TO THE LONG ISLAND REGIONAL PLANNING COUNCIL. 616-16(CE) |
| | | | ****ITEMS CONTINUED ON NEXT PAGE FOR THIS MEETING***** |

| Clerk Item No. | Proposed By | Assigned To | Summary |
|---|---|---|---|
| **3-17** | **AT** | **F, R** | **RESOLUTION NO. -2017**<br>A RESOLUTION AUTHORIZING THE COUNTY ATTORNEY TO COMPROMISE AND SETTLE THE CLAIM OF PLAINTIFFS, SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 9857/11; SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 9855/11; MCIMETRO ACCESS TRANSMISSION SERVICES LLC V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6104/11; VERIZON NEW YORK INC. V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NOS. 6101/11, 8307/10, 8115/09, 7936/08, 6930/07, 5107/06, 5671/05, 5751/04, 6650/03; KEYSPAN GAS EAST CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO 6349/11; LONG ISLAND WATER CORPORATION V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NOS. 6098/11, 8198/10, 8112/09, 7894/08, 7213/07, 5920/06, 6549/05, 5844/04, 6601/03; NEW YORK WATER V. SUPERVISOR OF TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6348/11; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 5216/12; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8206/10; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8194/09; NEW YORK WATER V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 7893/08; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6858/02; VERIZON V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6578/01; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 6794/00; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 11522/99; NEW YORK TELEPHONE V. TOWN OF HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 12177/98; AND KEYSPAN GAS EAST V. TOWN OF NORTH HEMPSTEAD V. NASSAU COUNTY, INDEX NO. 8194/10, 5455/12, 6347/11, 8199/09, 7888/08, PURSUANT TO THE COUNTY LAW, THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY AND THE NASSAU COUNTY ADMINISTRATIVE CODE. 3-17(AT) |
| **9-17** | **OMB** | **HE, F, R** | **ORDINANCE NO. -2017**<br>ORDINANCE SUPPLEMENTAL TO THE ANNUAL APPROPRIATION ORDINANCE IN CONNECTION WITH THE DEPARTMENT OF SOCIAL SERVICES. 9-17(OMB) |

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