



E-12-16

Contract Details

SERVICES: Legal Services

R13

NIFS ID #: CLAT16000001 NIFS Entry Date: December 18, 2015 Term: July 1, 2006 – April 30, 2016

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Amendment #7 <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
RES#		

Agency Information

Vendor		County Department	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561	Department Contact Jaclyn Delle	
Address 147 Herricks Road Garden City Park, New York 11040	Contact Person Michael Vecchione	Address 1 West Street Mineola, New York 11501	
	Phone (516) 741-7575	Phone (516) 571-3034	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appl'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	12/25/15	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/29/15	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	12/30/15	<i>[Signature]</i>	
12/30/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/30/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	1/8/16	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
1/6/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	1/6/16	<i>[Signature]</i>	

21-61-3

05

2021-01-01



Contract Summary

Description: Contract amendment #7 to outside counsel contract.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board. This amendment extends the term and increases the maximum amount of the original contract.

Method of Procurement: The contract has been extended for an additional ten months as a transitional stage. A new RFP for these services was issued on November 20, 2015. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly; Davis & Venturini; and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinhartz, Meredith A. Feinman, and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: \$150,000.00

Change in Contract from Prior Procurement: See above.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$150,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$150,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$150,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$150,000.00

Document Prepared By: _____

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>CEW</i>
Name	Name	Date <i>1/6/16</i>
Date	Date	(For Office Use Only)
		E #:

RULES RESOLUTION NO. 13-2016

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS,
LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 1-25-16
YEAS 4 NAYS 3 ABSTAINED 0 RECUSED 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

01-01-0

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01-05-0

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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: Vecchione, Vecchione & Connors, LLP (CLAT16000001)

CONTRACTOR ADDRESS: 147 Herricks Road, Garden City Park, New York
11040

FEDERAL TAX ID #: 113242561

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 _____. 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 _____. _____ proposals were received and evaluated. The evaluation committee consisted of: _____. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on October 5, 2006, and amended thereafter. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after the County issued an RFP on April 21, 2006 for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly; Davis & Venturini; and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman, and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional six months as a transitional stage. It is anticipated that a new RFP process will be issued for these services. See procurement history for the background of the RFP. That has taken place. The Contractor's work has been satisfactory.

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

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

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

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

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

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

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

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

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 the 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



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.309/15

AMENDMENT NO. 7

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), 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) Vecchione Vecchione & Connors, LLP, with an office located at 147 Herricks Road, Garden City Park, New York 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County, 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 July 1, 2006 until June 30, 2015 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for ten (10) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be April 30, 2016.


2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Fifty Thousand Dollars (\$150,000.00) (the "Amendment Maximum Amount"), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Million Seven Hundred Fifty Thousand Dollars (\$1,750,000.00) (the "Amended Maximum Amount").

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

VECCHIONE, VECCHIONE & CONNORS, LLP

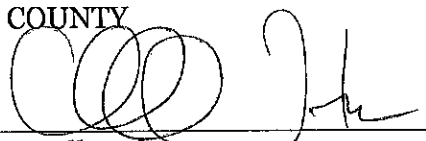
By: 

Name: Michael F. Vecchione

Title: Managing Partner

Date: December 11, 2015

NASSAU COUNTY

By: 

Name: Carnell Foskey

Title: County Attorney

Date: 12/23/15

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 11th day of December in the year 2015 before me personally came Michael F. Vecchione to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Managing Partner of Vecchione, Vecchione & Connors, LLP, the limited liability partnership described herein and which executed the above instrument; and that he signed his name thereto by authority of the partnership agreement of said limited liability company.


NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2018

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

On the 23rd day of December in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.


NOTARY PUBLIC

JACLYN DELLE
Notary Public, State of New York
No. 02DE6305114
Qualified in Nassau County
Commission Expires on June 2, 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 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

1. 10/10/10
2. 10/10/10
3. 10/10/10
4. 10/10/10
5. 10/10/10

CERTIFIED

Contract ID#: COAT06000031Department: AT

E-121-26

Contract Details
COAT06000031Workers' Compensation Claims
SERVICE Legal CounselNIFS ID #: COAT06000031NIFS Entry Date: Aug. 8, 2006Term: from 7/1/06 to 6/30/09

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>

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

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department
Department Contact Peter Reinharz
Address 1 West Street
Phone 1-3064

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	8/9	M. A. Deenran	
8/9/06	OMB	NIFS Approval <input checked="" type="checkbox"/>	8/9/06	M. A. Deenran	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
8/9/06	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	8/9/06	A. Deenran	
	County Attorney	CA approval as to form <input checked="" type="checkbox"/>	8/9/06	A. Deenran	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>	8/14/06	M. A. Deenran	
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/> Filed Resolution with CA <input type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	9/1/06	A. Deenran	
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarisation Filed with Clerk of the Leg. <input type="checkbox"/>	8/8	A. Deenran	



Contract Summary

Description: Three year contract, with option to renew, for legal services in connection with Workers Compensation claims

Purpose: To obtain approval for contract for legal services in connection with Workers Compensation claims brought against the County.

Method of Procurement:

On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP—Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione, & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Procurement History:

Description of General Provisions: As an employer, the County, through the County Attorney's Office, handles thousands of Workers Compensation claims annually. The handling of these claims has both an administrative/medical/investigative component, as well as a legal component. The law firm that represents the County in these many challenges to workers compensation awards travels throughout the State to defend the County's interest. This is a three-year contract that has an option for the County to renew for two additional one-year terms.

Impact on Funding / Price Analysis: \$172,500 (SEE EXHIBIT C)

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE502	\$172,500.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$172,500.00

APPROVED: *[Signature]* 8/9/06
INSURANCE SECTION

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

Contract ID#: COAT06000031

Department: AT



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: <u>[Signature]</u>	
Name: <u>BO</u>		Name: <u>[Signature]</u>		Date: <u>10-5-06</u>	
Date: <u>9/22/06</u>		Date: <u>[Signature]</u>		(For Office Use Only)	
				E #:	

152
10/11
13
RULES RESOLUTION NO. 13 2006

~~Project~~
E-12/06

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF THE COUNTY ATTORNEY, AND VECCHIONE VECCHIONE & CONNORS, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 9-13-06
VOTING:
ayes 9 nays 0 abstained — recused —
Legislators present: 9

WHEREAS, the County of Nassau, acting on behalf of the Office of the County Attorney, has negotiated a personal services agreement with Vecchione Vecchione & Connors, LLP to provide legal services in connection with Worker's Compensation claims, 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 agreement with Vecchione Vecchione & Connors, LLP.

THIS AGREEMENT dated August _____, 2006, (the "Agreement") between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York 11501 (the "County Attorney"), and Vecchione, Vecchione & Connors LLP, a limited liability partnership with offices at 269 Hillside Avenue, Williston Park, New York 11596-2299 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

WHEREAS, Counsel desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve-month period, commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

- a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");
- b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;
- c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;
- d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

- e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.
- f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

(A) Contract Years One and Two: Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars (\$172,500.00) per Contract Year, up to a maximum amount ("Maximum Amount") of Three Hundred Forty-five Thousand Dollars (\$345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year.

(B) Contract Year Three: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

(C) Contract Renewal Option Year One: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

(D) Contract Renewal Option Year Two: Counsel shall be paid One Hundred Eighty Thousand Dollars (\$180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments 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 specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel 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 by the tenth (10th) of the month.

(d) Expenses and Disbursements. Counsel shall be compensated within the Maximum Amount for all reasonable expenses and disbursements actually incurred, including but not limited to out-of-pocket disbursements for expert costs, messengers, investigators, trial preparation services and other legitimate expenses.

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, counsel, 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, discrimination, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Counsel is bound by and shall comply with the terms of Appendices EE and U attached hereto and 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) 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 Agreement or as required by law. Counsel acknowledges that Counsel 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 Counsel of such request prior to disclosure of the Information so that Counsel may take such action as it deems appropriate.

7. Service Standards. (a) Regardless of whether required by law, Counsel shall, and shall cause Counsel 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) 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 necessary or appropriate in connection with this Agreement.

(c) Counsel shall provide the County Attorney with quarterly status reports concerning the matter(s) covered by this Agreement. Counsel shall provide the County Attorney with

contemporaneous copies of all pleadings and substantive correspondence produced in connection therewith. At the County Attorney's request, all pleadings and substantive correspondence shall be submitted to the County Attorney for its review prior to final submission.

(d) Counsel shall maintain a separate file for each referred case, containing copies of all pertinent documents. All such files shall remain the property of the County.

(e) In all pleadings and correspondence with courts, administrative tribunals, and/or with parties, the Nassau County Attorney shall be designated as Attorney of Record and Counsel shall be designated "Of Counsel".

(f) Counsel shall make no representations regarding the County's position on material issues, including, without limitation, settlement, County policies and/or past or future conduct of the County without prior consultation with the County Attorney. It is expressly understood and agreed that Counsel has no authority to bind the County to the settlement or resolution of any matter for which Counsel provides services hereunder, and no offer of settlement or resolution shall be made or accepted by Counsel without the prior approval of the County Attorney's Office.

(g) All decisions concerning substantive litigation strategy must be approved by the County Attorney.

(h) Counsel shall have no substantive communications with the press concerning the matter(s) covered by this Agreement, and any requests for information from the press concerning the matter(s) covered by this Agreement shall be referred to the County Attorney.

(i) Counsel acknowledges and agrees that all information that Counsel acquires in connection with performance under this Agreement shall be strictly confidential, held in the strictest confidence, used solely for the purpose of performing Services to or on behalf of the County, and shall not be disclosed 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.

8. No conflict of representation. During the term of this Agreement, Counsel will 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 interest of the County, nor will it commence any action or proceeding, or act as Counsel in any action or proceeding that is adverse to the County or to any County officer or employee, without the County's prior written consent.

9. Indemnification: Defense: Cooperation. (a) Indemnification: Defense: Cooperation. (a) Counsel 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 negligent acts or omissions of Counsel or a Counsel Agent; provided, however, that 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 and Counsel shall

pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) Counsel shall, and shall cause Counsel's Agents to, cooperate with the County and the County Attorney in connection with the investigation, defense or prosecution of any action, suit or proceeding.

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

10. 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 professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) compensation insurance for the benefit of Counsel's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iii) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the 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 (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 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, Counsel shall provide written notice to the County of the same and deliver to the County 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 any action, 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.

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

12. Termination. (a) This Agreement may be terminated (i) by either party upon thirty

(30) days' written notice. (ii) upon mutual written Agreement of the County and Counsel, and (iii) in accordance with any other provisions of this Agreement expressly addressing termination.

(b) Counsel Assistance Upon Termination. In connection with the termination or impending termination of this Agreement 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 including, without limitation, providing status reports for all matters handled by Counsel pursuant to this Agreement. Within four weeks of the date of any such termination, regardless of the reason for termination, Counsel shall return to the Nassau County Attorney's Office all materials in Counsel's possession pertaining to the Services provided pursuant to this Agreement, including, without limitation, pleadings, exhibits, memoranda, notes, correspondence, drafts, computer files, photographs (collectively "Files") and Counsel hereby waives any rights it may have to assert an attorney's retaining lien over such Files. The provisions of this Section shall survive the termination of this Agreement.

13. 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. Such Records shall at all times be available for audit and inspection by the Comptroller, the County Attorney, any other governmental authority with jurisdiction over the provision of Services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty (30) days prior to seeking relief Counsel shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the County Attorney 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 complaint or necessary moving papers of the Contractor 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.

15. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, all claims or actions with respect to this Agreement shall be resolved exclusively by a court of competent jurisdiction located 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 to the County Attorney at the address set forth above, and to Counsel at the address set forth above.

17. 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 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.

18. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

19. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

20. Administrative Service Charge. Counsel agrees to pay the County an administrative service charge of Five Hundred (\$500.00) Dollars 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 Counsel upon signing this Agreement.

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

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

(b) Availability of Funds. The County shall have no liability under this Agreement

(including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

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

VECCHIONE, VECCHIONE & CONNORS LLP.

By: 

Name: MICHAEL F. VECCHIONE

Title: Partner

Date: 8/10/2006

NASSAU COUNTY

By: 

Name: Christopher M. Hahn

Title: Deputy County Executive

Date: 10/5/06

PLEASE SIGN IN BLUE INK

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

On the 10 day of August in the year 2006 before me personally came Michael F. Vecchione 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 Partner of Vecchione, the limited liability partnership described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the members of said partnership.

Diane Ratcliffe
NOTARY PUBLIC

DIANE RATCLIFFE
NOTARY PUBLIC, State of New York
No. 01RA5042361
Qualified in Nassau County
Commission Expires April 17 2007

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

On the 5th day of October in the year 2006 before me personally came Christopher M. Hahn to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC *Barbara Conroy*

BARBARA CONROY
Notary Public, State of New York
No. 30-4838123
Qualified in Nassau County
Commission Expires November 30, 2009



NASSAU COUNTY, NEW YORK
REQUEST FOR PROPOSAL
RFP # AT0425-0630

INTRODUCTION

Nassau County, New York (the "County") is currently seeking proposals from qualified vendors to provide legal representation for the County before the New York State Workers' Compensation Board, and to provide full services for the management of that litigation and for all related appellate work.

A vendor may be selected from among responding law firms based on a thorough analysis of each firm's ability to provide the County with the highest quality services at the most cost-effective fees. The County will only contract with law firms that do not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizen status.

PROPOSAL PROCEDURES

A. ANTICIPATED SCHEDULE OF PROPOSAL

Issue RFP	April 25, 2006
Proposals Due	May 22, 2006
Selection Made	June 5, 2006

B. PREPARATION OF PROPOSAL

Each proposal shall be prepared simply and economically avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete, accurate, and reliable presentation. For ease of review, the proposals must follow the outline in the section of this Request For Proposal ("RFP") titled Mandatory Proposal Response Requirements. Each response should be clearly numbered and the full question listed.

C. NUMBER OF PROPOSAL COPIES

6 copies of the proposal should be submitted to the address in authorized contact person in section D below. A separate sealed envelope containing the price proposal shall be contained in the original proposal. Copies of the price proposal should also be included with each copy of the response. These should also be enclosed in a sealed envelope.

D. INQUIRIES AND SUBMISSION OF PROPOSALS

Questions about the RFP and submission of proposals shall be directed to:

Peter Reinhartz
Managing Attorney
Nassau County Attorney's Office
1 West Street
Mineola, NY 11501

Mr. Reinhartz shall be the authorized contact person for this proposal. No contact with other county officials or employees shall be made with regard to this RFP or the proposal submitted by prospective Contractors. Inquiries regarding the proposal shall be made in writing to Peter Reinhartz at the above address. Telephone contact and e-mail contact shall not be made.

All proposals must be delivered, either by hand delivery or by certified mail in a sealed envelope, to the above

office on or before May 22, 2006 at 4:00 p.m. Proposals received after the above date and time will not be considered. The County is under no obligation to return proposals.

No contact with any other County personnel other than the authorized contact person is allowed until such time as an award (or awards) has (have) been made. Violation of this provision may be grounds for immediate disqualification. It is requested that any and all contact with the authorized contact person be made by fax or e-mail.

E. PROPOSER'S PRESENTATION and BIDDER'S CONFERENCE

Selected proposers may be requested to provide oral presentations. Those proposers will be notified to arrange specific times. A non-mandatory bidder's conference will be held in the offices of the Nassau County Attorney on Monday, May 9, 2006 at 10 AM. The offices are located at 1 West Street, Mineola, NY 11501. Please come to the second floor reception desk.

F. EFFECTIVE PERIOD OF PROPOSALS

All proposals must state the period for which the proposal shall remain in effect (i.e., how much time does the County have to accept or reject the proposal under the terms proposed). Such period shall not be less than 180 days from the proposal date.

G. METHOD OF AWARD

After May 22, 2006 the office of the County Attorney and the County's risk management unit will begin review of all proposals. This group shall serve as the RFP evaluation committee. The County reserves the right to hold all proposals for a period of up to 180 days beyond the final date for submission of proposals before making any determination.

Scoring System/Selection Criteria: In order to facilitate choosing the best proposal for Nassau County, each proposal will be scored via an evaluation system.

Merit will be evaluated with emphasis on the following factors:

- Proposal conciseness, completeness and clarity of presentation
- Familiarity with the County and County processes
- Prior experience in performing services of the type contemplated by this RFP
- Overall expertise and organizational strength
- Adequacy of program design and value to the County
- Cost
- Readiness to work quickly within the required timeframe.
- References and Reputation
- Any other information that would assist the RFP Evaluation Committee in the selection process.
- Firms located in Nassau County will be given preference

H. RIGHT OF REJECTION BY THE COUNTY

Notwithstanding any other provisions of this RFP, the County reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest bidder. Further, the County reserves the right, for any or no reason and in its sole and absolute discretion, to (1) amend, in whole or part, withdraw or cancel this RFP, and (2) accept or reject any or all proposals prior to execution of the services contract for any or no reason and with no penalty to the County.

I. AWARD OF CONTRACT

The County shall select a vendor by means of a Notice of Award issued by the RFP Evaluation Committee. Neither the selection of a vendor nor the issuance of a Notice of Award shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a services contract with the firm, as any binding arrangement must be set forth in definitive documentation signed by both parties and shall be subject to all requisite approvals.

J. CONTRACT NEGOTIATIONS

The County intends to enter into contract negotiations with the vendor selected by the RFP Evaluation Committee, who shall be required to enter into a written contract or contracts (hereinafter, the "Contract") with the County for legal services in a form approved by legal counsel for the County. The Contract usually includes, without limitation, the standard clauses set forth in Exhibit "A" attached hereto. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the Contract(s). The contract(s) may contain provisions not contained herein.

The County reserves the right to negotiate the terms and conditions of the Contract(s) with the selected proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a vendor nor the negotiation of the Contract with such vendor(s) shall constitute the County's acceptance of the proposal or a binding commitment on behalf of the County to enter into a Contract with such vendor(s), as any binding arrangement must be set forth in the Contract signed by both parties and is subject to all requisite approvals.

K. CONTRACT TERM

It is the intent to award Contract(s) for an initial three year period with the option to renew it for two consecutive one year periods for a possible total Contract term of five (5) years, subject to the County's right of early termination as provided in the Contract. The decision to renew the Contract(s) will be at the sole discretion of the County.

III. REQUIREMENTS - PURPOSE & SCOPE

A. PURPOSE

The purpose of the RFP is to inform the private sector of a potential business opportunity to provide representation for the County at all proceedings before the Workers' Compensation Board where the County of Nassau is employer or appears as the self-insured employer. Representation shall also include all appeals of Board decisions to the Workers' Compensation Board or to the Courts of the State of New York.

B. SCOPE OF WORK

General Scope.

The County is a self-insurer of its employees' workers' compensation benefits coverage. The County Attorney's Office, through its third party administrator, Triad Group LLC administers the workers' compensation benefit program for the County, all County agencies and employees of those agencies, all elected officials, their employees and their offices, and the Nassau Community College.

The responsibilities encompass the representation of the County, as above, as self-insured employers, at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). Hearings before the State Board can be held at designated hearing points throughout the State and are based upon an employee's residence. Likewise, depositions may be held at locations throughout the State. The County Attorney's office estimates that the selected law firm may represent the County at up to 3,000 - 4,000 hearings per annum. In previous years the total number of hearings has been up to approximately 3,000 hearings per annum. The County does not guarantee any minimum or maximum volume to work. It is nonetheless anticipated that the future volume of work will approximate the past and current volumes of work.

The County of Nassau seeks the services of a law firm for of-counsel legal representation before the New York State Workers' Compensation Board at hearings or depositions held throughout New York State. Counsel will be expected to handle all aspects of legal representation on all aspects of workers' compensation case defense. Representation at all hearings and depositions must be provided pursuant to the highest standards and ethics of the legal profession. The County may occasionally attend hearings or depositions otherwise subject to the proposed contract by its own employees or designees without utilization of or payment to the contractor. The County, at its own option, may choose to appear at any hearing or deposition and conduct examination of parties, witnesses or experts in a workers' compensation matter.

C. SPECIFIC CONTRACT REQUIREMENTS

The County is seeking a contract with a term of three years with the possible exercise of renewal options for two subsequent one (1) year terms. See Item II-K above. The vendor will be expected to work with the County's third part administrator, Triad Group LLC, or any other vendor who is hired by the County to process workers' compensation claims. If the County chooses to handle the processing of claims by in-house staff, the vendor will be expected to work with County staff. The County's current workers' compensation personnel and risk management

personnel may be asked to review counsel's case handling and management

The vendor will be expected to promptly submit and file all hearing reports and appeals in a timely fashion. Any penalties incurred because of counsel's negligence, recklessness, or intentional actions will be the responsibility of the vendor.

The content requirements for the hearing reports will be contained in the contract. All hearing reports must provide the County and the TPA with a complete summary of the hearing, the questions presented, the content of the examinations, the case disposition and any recommendations. All hearing reports MUST be sent electronically to the TPA, designated personnel in the County Attorney's office, and other persons or firms specifically selected or named by the County Attorney or her designee.

All legal staff must have e-mail addresses available to the County and to the TPA for contact, in addition to general telephone contact. E-mail responses, and phone responses, to questions from the TPA must be provided within a time to be specified in the contract. Office management personnel must also have e-mail addresses available to the County Attorney's office.

Other contract requirements are specified below.

D. MANDATORY PROPOSAL RESPONSE REQUIREMENTS

Please submit the following in your proposal:

1) Narrative Response shall include:

- a) Service Summary: This should provide a description of the key points of your proposal.
- b) Qualifications: Provide background information on your firm, including but not limited to:
 - i) firm overview
 - ii) the age of the firm
 - iii) names, addresses and position of all persons having a financial interest in the firm
 - iv) state of incorporation (as applicable)
 - v) the number of employees, including the number of partners, associates or staff who appear of counsel. Please also provide a breakdown of the number of staff. Please indicate the names, or if not possible, the number of professional, paraprofessional and clerical staff who will be assigned to the Nassau County account. Please note that the County reserves the right to reject any member of the staff from appearing on behalf of the County. The County further reserves the right to select specific members of the staff to appear on cases.
 - vi) annual revenue of the firm
 - vii) annual revenue from other public entities in New York State
 - viii) a list of at least three major cases involving your firm in the area of workers' compensation defense
 - ix) any other information that will permit the County to determine capability of vendor to meet all contractual requirements
 - x) Identify:
 - (1) Have you or any member of your firm been held in contempt of court? If so, please specify in the proposal
 - (2) Does your firm have any past or present suits with any current or former customers? If so, please specify in the proposal.
- c) Detailed response identifying your proposed process and system solution to this proposal, if applicable.
- d) Implementation schedule.
- e) Provide a sample of your case reports, in all kinds of cases. Include cases involving classification of permanent partial disability (ppd) status, SLU recommendations and synopses of depositions.
- f) Fees/Costs: Provide information pertaining to fees or costs associated with your proposal.
- g) A breakdown of all fees associated with litigation. Include the cost of all expenses that are likely to be allocated to cases.

- h) Any other information you deem important for the RFP evaluation committee's review.
- 2) References:
- a) names, titles, addresses and phone numbers of key contacts for 5 villages, towns, cities or a combination thereof, that are existing customers
 - b) identification of any customers/clients that have terminated services in past two years
- 3) Copies:
- a) All responses must have 5 copies. Only one (1) cost proposal should be submitted with the original proposal.
 - b) Original and copies should be submitted to Peter Reinharz at the address above.
- 4) Identify, if any, all adverse determinations against your business; or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or County equal opportunity laws or regulations. If none, please state that there are no such actions.
- 5) a. Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been convicted of any crime arising directly or indirectly from the conduct of your business, or has any of your partners or former partners been convicted of any crime involving business or financial misconduct or fraud? If so, please describe any such convictions and surrounding circumstances in detail. If none, please say not applicable.
- b. Has your firm, or any of its employees present or past, or anyone acting on its behalf, ever been barred, on the basis of criminal activity or association or other misconduct, from obtaining a government-required license, permit or contract? If so, please describe in each such instance. If not, please say not applicable.
- 6) A description of any action, suit, proceeding or investigation pending or threatened against your firm including, without limitation, any proceeding known to be contemplated by government authorities or private parties.
- 7) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your business which is still pending, or have any of your partners or former partners been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, please describe any such indictments or charges and surrounding circumstances in detail. If not, please say not applicable.
- 8) Biographies:
Please provide resumes of the partners in the firm and the resumes of professional staff who you expect to be assigned to the account. If staff has yet to be hired, please indicate that additional professional staff will be hired in the future. Please note that the County reserves the right to reject the appearance of individual members of the firm to appear before the NYS 'Workers' Compensation Board. Hiring of professional staff who will be assigned to the County account must be discussed with the County Attorney, the Chief Executive Deputy County Attorney or the managing attorney.
- 9) Conflict of Interest:
Please disclose:
- (i) Any material financial relationships that your firm or any employee has that may create a conflict of interest or the appearance of a conflict of interest in providing these services to Nassau County.
 - (ii) Any family relationship that any principal or 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 providing these services Nassau County.
 - (iii) Any other matter that your business believes may create a conflict of interest or the appearance of a conflict of interest in providing these services to Nassau County.

E. ADDITIONAL INFORMATION

- 1) All materials submitted in response to this Request for Proposals will become the property of the County.
- 2) The County reserves the right to conduct discussions with one or more proposers. No proposer shall have any rights against the County as a result of such discussions.

3) The County reserves the right to negotiate separately with any source whatsoever.

4) The County reserves the right to waive any irregularity in any proposal received or any other aspect of this procurement.

5) Communication with the County

Proposers are advised that from the date this RFP is issued until the contract, no contact with the County personnel in any way related to this solicitation is permitted, except as shall be authorized by the officer designated herein as the County's contact persons (as identified in Section II D herein).

6) Each proposal prepared in response to this RFP will be proposed solely at the cost and expense of the proposer with the express understanding that there will be no claim whatsoever for reimbursement from the County.

7) Submission of a proposal in response to this RFP shall constitute an offer on the part of the successful proposer to execute a Contract substantially as described herein.

8) News releases or other public announcements relating to this RFP shall not be made by any party receiving this RFP without the prior written approval of the County.

9) Disclaimer

The County and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, the County does not warrant nor make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaims any liability for technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by respondents or potential respondents in connection with or otherwise related to the RFP.

10) Freedom of Information Law

All proposals submitted to the County in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Law, Article 6 of the Public Officers Law of the State of New York ("FOIL"). A firm submitting a proposal may provide in writing, at the time of its submission, a detailed description of the specific information contained in its submission which it has determined is a trade secret and which, if disclosed, would substantially harm such firm's competitive position. In the event that the County determines that information is required by applicable law to be disclosed, the County will notify the vendor in advance of such disclosure to enable the vendor to take such action as it deems appropriate. Copies of executed contracts are not exempt from FOIL.

Exhibits to RFP deliberately excluded—Said exhibits set forth standard contract language and Nassau County laws that are made part of contracts.

EXHIBIT B

RESPONSE TO REQUEST FOR PROPOSAL RFP # AT0425-0630

SUBMITTED TO:
PETER REINHARZ
MANAGING ATTORNEY
NASSAU COUNTY ATTORNEY'S OFFICE
ONE WEST STREET
MINEOLA, NEW YORK 11501

SUBMITTED BY:
VECCHIONE, VECCHIONE & CONNORS LLP
269 HILLSIDE AVENUE
WILLISTON PARK, NEW YORK 11596
(516) 741-7575
FAX (516) 294-4636

MANDATORY PROPOSAL RESPONSE REQUIREMENTS

- 1) a) Service Summary: Each claim file is to be reviewed in detail prior to each hearing. Using our extensive experience in the defense of New York State Workers' Compensation claims, Vecchione, Vecchione & Connors will attend all hearings and proceedings on workers' compensation matters. At each hearing, the County of Nassau will be represented by a licensed attorney in good standing with the New York State Bar. Upon return of each claim file from hearing or proceeding, Vecchione, Vecchione & Connors will provide Nassau County and Triad with concise typewritten reports of the proceeding, which shall include the nature of the claim and questions under consideration; the Administrative Law Judge's decision and award, if any; and a detailed description of any additional required documentation and witnesses for future proceedings, as well as the date(s) of such proceedings. Vecchione, Vecchione & Connors, LLP will handle all appeals, rebuttals and Appellate Division matters.

Vecchione, Vecchione & Connors employs a full-time messenger service to guarantee the pick up and delivery of claim files from the Workers' Compensation Unit in a timely fashion on an as needed basis. At a minimum the pick-up and delivery of claims will be scheduled at least twice a week. The law firm agrees to return files within five (5) calendar days for all money awards and ten (10) calendar days for all other hearings.

We will draft and file C-250's where indicated. The cost proposal will include all pre-trials with the Special Funds Conservation Committee. We will file the County's mail with the Workers' Compensation Board and return a stamped copy if provided and requested. We will conduct all lay and medical depositions. We will perform the necessary legal research to support our arguments before the Board, appeals, rebuttals and submissions to the Appellate Division. We will perform all of the services that we have been

performing for the past fifteen (15) years. We will perform all of the services currently required by our present contract.

Our legal staff is available to provide advice, guidance and consultation regarding all workers' compensation claims required by Nassau County and Triad personnel. We will be available by telephone and/or e-mail for any questions. We will meet with Nassau County and Triad personnel to present seminars. We will testify on all fraud cases for the Nassau County DA's office.

Our proposal provides cost certainty. We have represented the County for approximately fifteen (15) years so we have familiarity with the County and County processes that is unmatched by any other firm in the industry. We have fifteen (15) years of experience performing the services of the type contemplated by this RFP on behalf of the County. In addition, we have similar experience representing multiple other municipalities such as Suffolk County, the City of White Plains, the City of Yonkers, the Village of Hempstead, the Town of North Hempstead and many other Villages and School Districts. We also represent an extensive amount of Fortune 500 companies and large insurance companies. Our practice is limited to the defense of workers' compensation claims for self-insured employers, insurance companies and third party administrators. We regularly develop and present seminars to our clients and other organizations in the industry, such as the Self-Insured Association, RIMS and the New York Claims Association. Our firm is located in Nassau County and the majority of our staff reside in Nassau County. The strength of our firm is the people. The partners do more than promote the firm, they litigate the high profile cases. Our office is staffed seven (7) days a week and usually until at least 8:00 p.m. during week days. This allows fast response to emergency situations. We provide the cell phone numbers and personal e-mails of all attorneys so that they can be reached on a moment's notice. We typically maintain one to three attorneys in the office at all times for easy access for clients. Our firm is

[REDACTED] One of the first firms to e-mail all reports and correspondences. We were chosen by the NY State Insurance Fund to [REDACTED] of electronically reporting directly into their data base and we were the first firm in the industry to master this.

1) b) Qualifications:

- i) Firm Overview: The founder of the firm has been practicing workers' compensation defense for in excess of forty (40) years. The firm moved to Nassau County in 1972 and has been practicing workers' compensation defense in Nassau County since that time. We have thirteen (13) attorneys who specialize in workers' compensation defense. Our firm is a member of the Self-Insurers Association, The New York Claims Association, RIMS and the Workers' Compensation Bar Association, of which we are a member of the Board of Directors. We represent the largest and smallest employers, third party administrators and insurance companies in the industry, such as Federal Express, Consolidated Edison Company of New York Inc., St. Paul Travelers Indemnity Company and Suffolk County, to name a few. We are experienced in every phase of workers' compensation, including occupational diseases, heart and stress cases, disability benefits claims as well as the usual cases. We have extensive trial experience in every type of case. We are always on the leading edge of changes in the industry. We are sought out by the associations we are members of and our clients, to regularly present seminars and continuing education.
- ii) Age of the firm: Twenty-four (24) years.
- iii) Names, addresses and position of all persons having a financial interest in the firm.

Michael F. Vecchione, Managing Partner
[REDACTED]

Steven F. Connors, Partner

Mr. Connors is presently in the process of purchasing and moving to a residence in

iv) State of incorporation: New York State

v) Number of employees, including the number of partners, associates or staff who appear of counsel.

Michael F. Vecchione, Partner;
Steven F. Connors, Partner;
Francis J. Vecchione, former partner;
Myles J. Magbitang, Associate;
Richard Masone, Associate;
Gina Marie Cano, Associate;
Carl Saks, Associate;
Lawrence Feldman, counsel;
James J. Slattery, counsel;
Howard Geasor, counsel;
Joseph D. Madden, counsel;
Leonard Feld, counsel;
Diane Ratcliffe, office manager;
Dawn Murray, deposition clerk;
Cathy Daly, office coordinator;
Jeanette Cerraro, office coordinator;
Maryann Babyer, staff
Mildred Beim, staff
Elizabeth Delano, staff
Mary Ann Ferrand, staff
Barbara Grant, staff
Susan Kelly, staff
Eleanor Livoti, staff
Maria Marsala, staff
Carolyn Sexton, staff
Grace Sferrazza, staff
Eileen Riley, staff

vi) Annual revenue of the firm; \$2,700,000.00

vii) Annual revenue from other public entities in New York State: \$625,000.00

viii) Three major cases involving our firm in the area of workers' compensation defense:

1. Petermann v. Consolidated Edison
2. Fortunato v. Opus III VII Corp. & St. Paul Travelers
3. Green v. Consolidated Edison
4. Orlando v. City & Suburban/NY Times & St. Paul Travelers
5. McGown v. Holly Patterson

Please see Exhibit A attached hereto for a synopsis of each case as well as the Notices of Decision.

ix) Information that will permit the County to determine capability of vendor to meet all contractual requirements: We have represented the County for approximately fifteen (15) years and have met and exceeded the contractual requirements. We already possess the staff and knowledge to continue to provide excellent service on behalf of the County. We are large enough to handle the County's volume but small enough for our entire staff to be available for your staff. Our staff has always been accessible, and you can confirm with your staff, that during emergency or important situations, our staff, including the managing partner, has been available, whether it be early in the morning, late at night or a weekend, to serve your needs.

x) Identify:

- (1) Have you or any member of your firm been held in contempt of court? NO.
- (2) Does your firm have any past or present suits with any current or former customers? NO

c) Detailed response identifying your proposed process and system solution to this proposal, if applicable: We will pick up the County's files from the Triad Merrick office and the County's office on a regular basis. In addition, we will receive cases from Triad Troy's office. Upon

receipt of the cases, they will be entered into our computer system and tracked by our computer system. This will allow us to identify the location of the case and for what purpose it is in our office. We will prepare for hearings and other work requested by the County. We will prepare detailed hearing reports and other responses and return the cases to the proper office. We will perform legal research electronically when necessary. Appeals and rebuttals will be timely filed. We will track and inform Triad of all trial dates. We will recommend in our reports all work needed to be completed. We will be available for meetings with the staff of the County or District Attorney's office when necessary. We will respond to all telephone and e-mail inquiries on a timely basis. We will develop and present seminars and continuing education to the County's staff and Triad's staff.

- d) Implementation schedule: Since we are presently representing the County, the implementation of the contract would be immediate and seamless.
- e) Provide a sample of your case reports, in all kinds of cases: Please see exhibit B attached hereto.
- f) Fees/Costs: The cost of our proposal is set forth in the sealed envelope submitted with the same. This is provided in this fashion as requested by Peter Reinhartz at the May 12, 2006 bidding conference.
- g) Breakdown of all fees associated with litigation. Include the cost of all expenses that are likely to be allocated to cases: Our cost proposal covers all expenses for work performed by our firm. Additional litigation costs would be subpoenas, billed at the actual cost of the subpoena. Presently, the County uses their own personnel to serve subpoenas to reduce cost. Doctor's testimony fees which typically run \$400.00 to \$600.00 per doctor. The fees are awarded by the Law Judges and paid directly by Triad Group on behalf of the County.

Fees for minutes and transcripts, which cost depends on the amount of pages, are presently paid by the County.

- h) Any other information you deem important for the RFP evaluation committee's review: We are experienced in every phase of workers' compensation, including occupational diseases, heart and stress cases, disability benefits claims, Section 120 Discrimination Claims, as well as the usual cases. We have thorough trial experience and are sought out by company's in the industry to handle the most difficult cases. Our hearing memorandums not only set forth what has transpired at the hearing by way of findings, awards or judicial directions; but in addition thereto, are completely informative as to suggestions for the future handling of the claim, adequacy of reserves, whether the County should arrange for a physical examination of the claimant, to limit liability on the questions of disability and treatment, and a review of the contents of the file are included. We also suggest, where applicable, that the County should investigate for possible relief under Section 15-8, 25-a, loss transfer or liens on third party actions. Where safety measures should be implemented or changed, suggestions are made accordingly. All of our cases are electronically tracked and we are members of two systems for legal research. We are able to access the Workers' Compensation Board's E-case system. Thus we are able to review the Board's files from our office. This is very helpful in providing you with information and preparing documents such as memorandums of law, appeals and rebuttals. We, in addition, e-mail all of our hearing reports and other correspondences immediately upon the drafting of the same. In addition, we deliver a hard copy of the hearing report to you when we return the file. This allows for quick reporting on claims and allows you, in turn, to respond to the same in a more efficient manner than having to wait for the file to be returned. We helped pioneer the resurgence of the issue of voluntary withdrawal. We have developed workers' compensation case law

and Appellate Division case law that has been very helpful in succeeding on this issue. There is absolutely no one in the industry that can match our knowledge of the County's processes, contracts, unions, and workings. We have made our partners and staff available to testify in fraud cases before the criminal court. We have cooperated with the District Attorney's office to make certain that fraudulent claimants were prosecuted to the fullest extent. Time and time again, we have shown the willingness to perform services that were not required by our contract at no extra cost to the County to insure that the County was represented in the best way possible.

2) References:

Hon. Steven Levy, Suffolk County Executive
H. Lee Dennison Building
Hauppauge, New York
(631) 877-0940

Frank Mulvihill,
City of White Plains
White Plains, New York
1 800 329-6185 x 216

Village of Hempstead
99 Nichols Court
Hempstead, New York
(516) 489-3400

Hon. Nancy Zolezzi, Mayor
Village of East Williston
2 Prospect Street
East Williston, New York
(516) 746-0782

Hon. Jack Martins, Mayor
Village of Mineola
221 Mineola Boulevard
Mineola, New York 11501
(516) 294-5614

Hon. Thomas Dwyer, Council Member
Town of North Hempstead
200 Plandome Road
Manhasset, New York
(516) 869-7696

- 3) Copies: 6 copies of the proposal are submitted along with one cost proposal.
- 4) Identify, if any, all adverse determinations against your business, or its employees, or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of Federal, State or County, equal opportunity laws or regulations. NONE.
- 5)
 - a. Has your firm, or any of its employees, present or past, or anyone acting on its behalf, ever been convicted of any crime arising directly or indirectly from the conduct of your business, or has any of your partners or former partners been convicted of any crime involving business or financial misconduct or fraud? Not Applicable.
 - b. Has your firm, or any of its employees, present or past, or anyone acting on its behalf, ever been barred on the basis of criminal activity or association or other misconduct, from obtaining a government-required license, permit or contract? Not Applicable.
- 6) A description of any action, suit, proceeding or investigation pending or threatened against your firm, including, without limitation, any proceeding known to be contemplated by government authorities or private parties. Not Applicable.
- 7) Has your firm, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your business which is still pending, or have any of your partners or former partners been indicted or otherwise charged in connection with any criminal

matter involving business or financial management of
land, which is still pending? Not Applicable.

- 8) Biographies: Attached hereto as exhibit "B" are the
resumes of the partners and associates expected to
be assigned to the County's account. Please note,
since we are presently handling the County's
matters, we are adequately staffed but we do have an
agreement in principal to hire an additional
attorney whose name will be supplied once the offer
of employment is accepted.

- 9) Conflict of Interest: Not Applicable.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS LLP

By: Michael F. Vecchione, Esq.
Managing Partner
269 Hillside Avenue
Williston Park, NY 11596
(516) 741-7575
Cell #: (516) 661-6722
Mvecchione@vecchionelaw.com

STAFF RESUME - VECCHIONE, VECCHIONE & CONNORS LLP

MICHAEL F. VECCHIONE, Partner: Graduate of St. John's University School of Law June, 1984 with a Doctorate in Jurisprudence. Began as a law clerk under Francis Vecchione doing Workers' Compensation Law research and preparation of memorandums law, review and appeals, from 1982 to 1984. Began practicing at the Workers' Compensation Board as a defense attorney from 1984 to date. Has handled the trials various types of compensation claims including the testimony of both medical and witnesses. He became a full partner of the firm in 1994. Member New York State Workers' Compensation Bar, RIMS, The Self-Insured's Association and The New York State Claims Association.

STEVEN F. CONNORS, Partner: Graduate of Fordham University and Fordham University School of Law - May 1988 with a Doctorate in Jurisprudence. For the last 14 years been handling Workers' Compensation matters on a daily basis. This including regular hearings and lay and medical testimony, in depth legal research and oral arguments. Member of New York State Workers' Compensation Bar.

FRANCIS J. VECCHIONE, Graduate of St. John's University School of Law - June 1984 Began as a Workers' Compensation Defense Attorney with The Continental Insurance Companies and Underwriting Adjustment Company. Thereafter, formed his own firm and an outside attorney handled the workers' compensation defense hearings for various insurance carriers. He is experienced in every phase of Workers' Compensation including Appellate Practice. Member New York State Workers' Compensation Bar, Nassau County Bar Association and New York State Bar Association.

MYLES J. MAGBITANG: Graduated from Cornell University in 1995; Hofstra School of Law in 1998. Is a member of the New York State Bar Association. Worked as a criminal defense attorney for Nassau County for two years and then entered the field of workers' compensation in 2001. Joined the firm of Vecchione, Vecchione & Connors in March 2003.

RICHARD MASONE: Graduate of Brooklyn Law School with a Doctorate in Jurisprudence June of 1999. Has worked in the field of worker's compensation since October of 1999. Was employed by the District Attorney's office as an intern for 2 ½ years while a student. Is a member of the Suffolk County Bar Association.

GINA MARIE CANO: Graduate of Hofstra University School of Law May 2003 with a Doctorate in Jurisprudence. Began working at Vecchione, Vecchione & Connors LLP May 2001 as a Law Clerk doing extensive legal research and negotiating settlements. Now working as an attorney with the firm handling various types of workers' compensation claims.

CARL SAKS: Graduate of Brooklyn College and the Brooklyn Law School with a Bachelor of Science in Jurisprudence. He also holds an LL.M. in Labor Regulation from New York University School of Law. He also served as assistant attorney general in the Appellate Bureau of N.Y.S. Law Department for 7 years as well as 18 years as administrative law judge of the Workers' Compensation Board. He has been engaged in the private practice of compensation law for the past 10 years.

OF COUNSEL

LAWRENCE FELDMAN: Graduate of Brooklyn Law School, was employed as a hearing attorney for twenty (20) years with the Cosmopolitan Insurance Company and thereafter he worked as outside counsel for various insurance carriers and as associate to defense attorneys in the same field. Member of New York State Workers' Compensation Bar.

JAMES J. SLATTERY, JR: Graduate of Fordham University and New York Law School. Began as a Workers' Compensation Assistant Claims Manager and Law Manager of Worker Compensation for a casualty insurer. Later, attorney of record of large self-insured corporation covering Workers' Compensation, liability and auto liability. Present specializing in the handling of trial hearings before the Workers' Compensation Board in all areas of Workers' Compensation, including the preparation of applications for Board review. He is thoroughly experienced in all Special Funds matters. He is currently a member of the Board of Directors of the New York Workers' Compensation Bar Association.

HOWARD GEASOR: Graduate of St. John's University School of Law. Worked as a hearing representative for the State Insurance Fund; worked ten years as an attorney for the Federal Department of Defense and Assistant General Counsel for the Transit Authority. Since 1994 has worked as outside counsel for various insurance carriers and associate to defense attorneys in the same field. Is a member of the New York State Bar Association.

JOSEPH D. MADDEN: Graduate of St. John's University School of Law. Admitted to the Bar in 1980. Worked in the field of Workers' Compensation since 1981. Is a member of the New York State Civil and Criminal Trial Lawyers Bar Association and New York State Bar Association.

LEONARD B. FELD: Graduate from Touro College Jacob D. Fuchsberg Law Center in 1979. Worked for the State Insurance Fund for 17 years as a Hearing Representative prior to becoming an attorney. Worked privately and of-counsel to several law offices, all in the field of Workers' Compensation. Has experience in every phase of Workers' Compensation, including the writing and filing of Appellate Briefs with the Supreme

Court, Third Judicial Department. My admissions are New York, New Jersey; District Court of New Jersey; Southern, Eastern, Northern Districts of New York; Second Circuit, Court of Appeals; United States Court of Military Appeals; United States Supreme Court. Is a member of the New York Worker's Compensation Bar Association.

PATRICIA M. SWEENEY: Graduate from Pace University School of Law with a Doctorate in Jurisprudence in June of 1993. Worked in the District Attorneys office prior to entering the field of worker's compensation. Since 2001 has worked entirely in the field of worker's compensation for both private firms and on an independent basis.

EXHIBIT A

Peterman v. Con Edison

In this landmark ruling on the issue of voluntary withdrawal, the Board and Appellate Division ruled that the requirements that an individual consulted with a doctor and/or has medical evidence contemporaneous to his/her retirement documenting an inability to work applies to slow starting dust disease claims.

Dominic Orlando v. City and Suburban/NY Times

In this particular claim, the issue of fraud was heavily litigated. Although the Judge rendered an unfavorable ruling, following our filing of an Application for Review, the Board Panel reversed the Judge's determination and found that the claimant violated Section 114-a of the statute. In so doing, the Board Panel disqualified the claimant from future wage replacement benefits subsequent to 10/31/03. In addition, he assessed a mandatory penalty on the claimant for benefits made payable for the period made payable for the period of 8/5/02 to 10/31/03.

Ronald Green v. Con Edison

This established back claim was initially resolved in the year 1993 with the claimant classified PPD at \$150.00 RE. It was subsequently reopened and restored to the trial calendar when it was learned that the claimant was participating in activities inconsistent with his purported disability. Following the testimony of the claimant and a lay witness, the Law Judge ruled that there was no evidence that the claimant was working and that he was entitled to ongoing awards at the rate of \$150.00 RE. We appealed, contending that although the claimant may not be working, the available evidence demonstrated that his ongoing non-work status did not stem from his work related injury and that there was, therefore, no further causally related loss of earnings. The Board agreed with our position, ruling that the claimant is no longer entitled to monetary awards.

Isabelle McGown v. Nassau Health Care Corp.

In this controverted death claim, it was asserted that the decedent's exposure to toxic fumes in the work place caused and/or contributed to her demise. The matter was extensively litigated with both lay and medical testimony. At the conclusion of the record, the Law Judge rendered an

Law Judge's decision, establishing the claim. Following the submission of an appeal and oral arguments before the Board Panel, however, we were successful in obtaining a reversal of the Law Judge's decision. The Board Panel disallowed the claim.

John Fortunato v. Opus III VII Corp.

In this controverted claim, the claimant asserted that he was struck by a car while performing his duties as a pharmaceutical sales representative, and that the trauma resulted in an exacerbation of a pre-existing liposarcoma with metastasis. Following the testimony of the claimant and lay witnesses, the Law Judge established the claim, relying on the presumptions of Section 21 and a carrier's consultant report conceding causality. We appealed, contending that the claimant's allegations were completely lacking in credibility and wholly unbelievable. Even in the absence of hard evidence in support of our position, based upon our arguments, the Board Panel reversed the Judge's ruling.

APP-DIV-OP

State of New York
Supreme Court, Appellate Division
Third Judicial Department

FENNEGAN
GROSKI
SHIELDS

Decided and Entered: May 16, 2002

89890

In the Matter of the Claim of
WALTER R. PETERMANN,
Appellant,

WCB# 09749469



v

MEMORANDUM AND ORDER

CONSOLIDATED EDISON,
Respondent.

WORKERS' COMPENSATION BOARD,
Respondent.

Calendar Date: April 24, 2002

Before: Cardona, P.J., Mercure, Crew III, Spain and Rose, JJ.

Brecher, Fishman, Pasternack, Popish, Heller, Rubin &
Reiff, New York City (Frank Gulino of counsel), for appellant.

Vecchione, Vecchione & Connors, Williston Park (Michael F.
Vecchione), for Consolidated Edison, respondent.

Crew III, J.

Appeal from a decision of the Workers' Compensation Board,
filed October 16, 2000, which ruled that claimant voluntarily
withdrew from the labor market.

Three years after retiring at age 66 from his job as a
supervisor, claimant filed a claim for workers' compensation
benefits based upon work-related asbestosis. Noting claimant's
testimony that his decision to retire was not based upon the
advice of a doctor and given the absence of any medical evidence

APP-DIV-OP

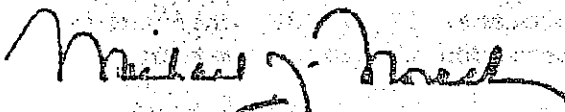
of claimant's incapacitation at the time he retired, the Workers' Compensation Board concluded that claimant voluntarily withdrew from the labor market. Claimant now appeals.

As the Board's decision is supported by substantial evidence, we affirm. In contrast to Matter of Evans v Jewish Home & Hosp. (289 AD2d 795), upon which claimant relies, the Board here did not resolve the factual issue of whether claimant voluntarily withdrew from the labor market by focusing exclusively upon the absence of medical advice to retire. Nor do we find any merit to claimant's argument that the Board placed undue emphasis upon the absence of medical evidence of incapacitation. The fact that claimant sought no medical treatment for his breathing difficulties until long after he had retired is entirely inconsistent with his present claim that such difficulties interfered with his ability to perform his job to the extent that they played a role in his decision to retire (compare, Matter of Beehm v Educational Opportunity Ctr., County of Rensselaer, 272 AD2d 808).

Cardona, P.J., Mercure, Spain and Rose, JJ., concur.

ORDERED that the decision is affirmed, without costs.

ENTER:



Michael J. Novack
Clerk of the Court



David P. Wahner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board
In regard to Ronald Green, WCB Case #0872 7456

MEMORANDUM OF BOARD PANEL DECISION

keep for your records

Opinion By: A. Edel Groski
Michael T. Berns
Robert M. Zinck

In an application filed 9-12-05, the self-insured employer requests review of the Workers' Compensation Law Judge ("WCLJ") notice of decision filed 8-11-05, which contained the findings made at a hearing held on 8-05-05 when the WCLJ awarded compensation benefits for the period from 4-16-05 to 8-06-05 and continuing at the rate of \$150.00, granted an attorneys' fee in the amount of \$300.00, and found that the provisions of Workers' Compensation Law §114-a do not apply.

The self-insured employer requests that the decision be rescinded, and a finding be made that the claimant has no further causally related disability or has voluntarily removed himself from the labor market. The self-insured employer asserts that the claimant testified that, following the work accident, he returned to full-time work in 2001 earning \$400.00 per week and that the employment ended when the employer moved out of state. The self-insured employer asserts that the claimant testified that he works-out at a gym 60-90 minutes a day, 6 to 7 days a week. Further, the self-insured employer asserts that the claimant was videotaped carrying a queen size mattress. It is contended by the self-insured employer that these assertions reflect that the claimant has no further disability and that the claimant's loss of earnings is not related to his work-related injury.

A rebuttal was filed on behalf of the claimant on 9-23-05, wherein the claimant's attorney requests that the application for review be denied because it is untimely filed. If it is considered, then the claimant's attorney requests that the notice of decision be affirmed because the self-insured employer failed to produce evidence that the claimant had gainful employment in violation of Workers' Compensation Law §114-a. The claimant's attorney asserts that the self-insured employer never asked the claimant whether he was working at the time that the claimant was working, and that the claimant was informed by a WCLJ that he was permitted to work part-time without the employment affecting his compensation benefits. Further, the claimant's attorney contends that once a claimant is classified with a permanent partial disability, then the claimant has no obligation to seek new employment.

*** Continued on next page ***

Claimant - Ronald Green
Social Security No. -
WCB Case No. - 0872 7456
Date of Accident - 01/15/1987
District Office - NYC

Employer - Consolidated Edison
Carrier - Consolidated Edison Co of NY
Carrier ID No. - W373005
Carrier Case No. - 87315
Date of Filing of this Decision - 04/17/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pide informacion acerca de su reclamacion(caso).

Initially, the Board Panel addresses the allegation made by the claimant's attorney that the self-insured employer's application for review is untimely. Workers' Compensation Law §127 grants a party thirty days during which the party may timely file an application for review from a decision of a WCLJ. If an application is not timely filed, then the Board is authorized pursuant to Board Rule 12 NYCRR 300.13(c)(1)(i) to deny such application. However, pursuant to Workers' Compensation Law §123, the Board may exercise its discretion, in the interest of justice to consider an untimely filed application for review.

In the instant matter, the notice of decision was filed on 8-11-05. Thus, an application for review is timely filed if it is received by the Board on or before 9-10-05. However, because 9-10-05 was a Saturday, the timely filing date is extended to the next business day, which, in this case, was 9-12-05. The self-insured employer's application was received by the Board on 9-12-05. Therefore, the self-insured employer's application is timely filed.

The Board Panel will now consider the merits of the application.

The claim is established for a work-related back injury that occurred on 1-15-87. At a hearing held on 1-27-93, the claimant was classified with a permanent partial disability and the self-insured employer was directed to continue payments at the rate of \$150.00. This case is controlled by the \$300.00/\$150.00 maximum compensation rates.

In September 2004, the self-insured employer requested the case be reopened on the question of whether the claimant was working. A hearing was held on 4-15-05, at which time brief testimony was taken from the claimant. The claimant testified that he had worked for approximately one year in 2001 for an electrician. He was laid-off after 9-11-01 and he has not worked subsequently.

Further testimony was taken from the claimant at a hearing held on 7-08-05. On that date, the claimant testified that he worked 4 to 5 months as an electrician. He did not have to perform heavy lifting, but he did tear down ceilings. The claimant was paid \$10.00 per hour and worked 40 hours per week. The employment ended shortly after 9-11-01 when he was laid-off. The claimant has not looked for, nor has the claimant worked, any employment subsequently. Following his separation from employment as an electrician, the claimant collected unemployment insurance benefits for 26 weeks.

The claimant acknowledged completing work activity questionnaires in 2002 and 2003. Although these are not contained in the Board's file, it was indicated during testimony that the claimant indicated on these questionnaires that he was not working. The claimant stated that an investigator from the self-insured employer would visit him annually, but that he was never asked by the investigator whether he was working.

The claimant testified that he joined the YMCA in 1996. Initially, he volunteered at the gym cleaning up towels in exchange for a free membership. The claimant stated that he goes to the gym everyday for 90 minutes, where he uses a steam room and sauna and he performs weight training to help his back condition. The claimant had received some free guest passes to the NYSC where he also worked-out. However, the claimant denied working at the NYSC and he denied working at the YMCA in the last several years.

The self-insured employer produced for testimony Mr. Ormandy, an investigator, along with video tape surveillance of the claimant obtained by Mr. Ormandy on 7-19-04 and 7-26-04. Mr. Ormandy testified that he interviewed employees and members of the NYSC and that these interviews revealed that the claimant had worked

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Claimant -	Ronald Green	Employer -	Consolidated Edison
Social Security No. -		Carrier -	Consolidated Edison Co of NY
WCB Case No. -	0872 7456	Carrier ID No. -	W373005
Date of Accident -	01/15/1987	Carrier Case No. -	87315
District Office -	NYC	Date of Filing of this Decision -	04/17/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

full-time as a membership consultant at the NYSC, but that, at the time of the interview, the claimant was a substitute who only worked when needed. Mr. Ormandy did not obtain the names of the witnesses, nor did he obtain statements from these witnesses.

The video tape surveillance depicted the claimant moving a queen-sized mattress along the sidewalk. The claimant was depicted standing at the top of a staircase, straddling the stairs as he leaned forward and grabbed a queen-sized box spring and pulled it up the staircase as another male pushed the box spring from below. The claimant then moved the box spring to the sidewalk. Later, the claimant and another male are observed loading the mattress and the box spring into the back of a sanitation truck. Further, the video tape surveillance documented the claimant walking several blocks to a YMCA, entering the premises for a period, and then walking several blocks home.

The claimant offered rebuttal testimony after Mr. Ormandy testified and the video tape surveillance was displayed. The claimant denied working at the NYSC. In support of his testimony, the claimant produced a written statement from a general manager of NYSC, wherein the general manager stated that the claimant is not and was never an employee. The claimant stated that when he went to the gyms, he would lift weights, swim and use the sauna. He stated that he would perform ten repetitions of bench-press lifts of 60 pounds, arm curls while seated using 30 to 40 pound dumbbells, and that he would not perform any squat-lifts or other lifts that taxed his back.

The claimant acknowledged helping a superintendent to dispose of the mattress and box spring, but stated that they were not heavy and that the superintendent did most of the lifting. Finally, the claimant testified that he has not sought new employment and that the main reason that he is not working is because he is caring for his grand daughter.

Workers' Compensation Law §114-a provides that a claimant may be disqualified from receiving certain compensation benefits if the claimant knowingly made material misrepresentations in order to obtain compensation benefits or in order to influence any determination regarding the receipt of any compensation benefits. The Courts have held that Workers' Compensation Law §114-a applies if a claimant knowingly made a material false statement in order to obtain or influence any determination regarding such benefits. *Johnson v New York State Department of Transportation*, 305 A.D.2d 927, 758 N.Y.S.2d 870 (3rd Dept. 2003). A material misrepresentation can be based upon an omission of a relevant fact, *Figuera v. New York City Department of Environmental Protection*, 303 A.D.2d 861, 755 N.Y.S.2d 344 (3rd Dept. 2003) or can be based upon the exaggeration of symptoms to a physician who is making a determination regarding the claimant's degree of disability. *Michaels v. Towne Ford*, 9 A.D.3d 733, 780 N.Y.S.2d 234 (3rd Dept. 2004); *Bowes v. Gulinellos Town & Country*, 3 A.D.3d 805, 771 N.Y.S.2d 266 (3rd Dept. 2004). Further, the misrepresentation need not affect a claimant's entitlement to compensation benefits in order for the misrepresentation to be deemed material. *Losurdo v. Asbestos Free, Inc.*, 1 N.Y.3d 258, 771 N.Y.S.2d 58 (2003).

The record does not contain sufficient evidence that the claimant knowingly made a material misrepresentation.

The self-insured employer produced evidence that the claimant worked in the past as a membership consultant at the NYSC. However, this evidence is unreliable. The investigator did not obtain the name of the witnesses and he did not obtain statements from the witnesses. In rebuttal, the claimant testified that he never worked at the NYSC and he supported his testimony with a written statement from the general manager of the NYSC. Therefore, the provisions of Workers' Compensation Law §114-a do not apply.

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Claimant -	Ronald Green	Employer -	Consolidated Edison
Social Security No. -		Carrier -	Consolidated Edison Co of NY
WCB Case No. -	0872 7456	Carrier ID No. -	W373005
Date of Accident -	01/15/1987	Carrier Case No. -	87315
District Office -	NYC	Date of Filing of this Decision -	04/17/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pide informacion acerca de su reclamacion(caso).

The record does contain evidence that the claimant's losses of earnings are not causally related to his work-related disability.

The fact that the claimant has been classified with a permanent partial disability creates a presumption that any subsequent losses of earnings are causally related. However, in this situation, the self-insured employer has produced sufficient evidence the claimant's losses of earnings are solely due to factors unrelated to his work-related disability.

The evidence demonstrates that the claimant was capable of working a physical job full-time until he was laid-off for reasons unrelated to his disability. The evidence demonstrates that the claimant is capable of lifting and carrying heavy weights and large, heavy objects. The evidence demonstrates that the claimant has not sought any employment and that the reason the claimant has not sought employment is for reasons unrelated to his work-related disability.

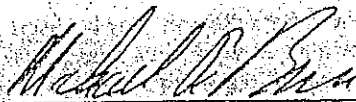
The Board Panel finds, upon review of the entire record, that the record does not contain evidence the claimant made a material misrepresentation and that the record contains sufficient evidence that the claimant's losses of earnings are solely due to factors unrelated to his work-related disability.

Accordingly, the notice of decision filed 8-11-05 is MODIFIED to find no compensable lost time subsequent to 4-16-05 and to rescind the attorneys' fee. The case is marked no further action.

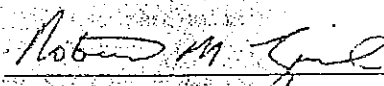
All concur.



A. Edel Groski



Michael T. Berns



Robert M. Zinck

Claimant - Ronald Green
Social Security No. -
WCB Case No. - 0872 7456
Date of Accident - 01/15/1987
District Office - NYC

Employer - Consolidated Edison
Carrier - Consolidated Edison Co of NY
Carrier ID No. - W373005
Carrier Case No. - 87315
Date of Filing of this Decision - 04/17/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pide informacion acerca de su reclamacion(caso).



David P. Wehner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board
In regard to Dominic A Orlando, WCB Case #0022 8409

MEMORANDUM OF BOARD PANEL DECISION
keep for your records

Presiding: Karl A. Henry
Mona A. Bargnesi
Michael T. Berns

Oral argument was heard in Brooklyn, New York on February 7, 2006. Thereafter the following decision was rendered.

The carrier, by application received on 11/10/04, requests review of the Workers' Compensation Law Judge [hereinafter WCLJ] decision filed 10/12/04 in which the WCLJ continued the case.

The carrier contends that at the 10/4/04 hearing, it demanded production of the claimant's books, records, and client list and the WCLJ denied the request. The carrier also seeks a copy of the claimant's personal tax returns and his bank records. The carrier seeks these documents in order to determine what the claimant's income is and whether there are any reduced earnings. According to the carrier, these documents are also necessary to ascertain whether the landscaping business would prohibit the claimant from working for the employer. The carrier argues that the claimant started his landscaping business early in the morning and he worked the night shift for the employer and states, "so he would not have been able to get home on time to do the landscaping business if he did not state he was out of work due to this compensation claim." The carrier states that the claimant's testimony as to the amount of income he received from his landscaping business is not credible and the carrier seeks to have a forensic accountant audit the claimant's records.

In rebuttal, the claimant's attorney asserts that the WCLJ properly denied discovery of books and records, since the documents are irrelevant to any of the issues in the case. The attorney states that the claimant sustained a back injury while lifting a bundle of newspapers on 5/14/02. In addition to his job for the employer at which he worked the night shift, he also had his own landscaping business at the time of the accident, which he managed and at which he worked when he arrived home from the employer in the mornings. The claimant has testified at multiple hearings and has disclosed the fact that he has a landscaping business that was in operation at the time of his accident. According to the attorney, if the claimant would have had Workers' Compensation insurance on his

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Claimant -	Dominic A Orlando	Employer -	City & Suburban/NY Times
Social Security No. -		Carrier -	Travelers Insurance Company
WCB Case No. -	0022 8409	Carrier ID No. -	W213003
Date of Accident -	05/14/2002	Carrier Case No. -	022-CB-ASV3090T
District Office -	NYC	Date of Filing of this Decision -	02/24/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

about the landscaping business. He estimated that he earned \$200.00 to \$300.00 per week from his business after paying the help and after paying for material and gas.

C.B., the employer's director of human resources and labor relations, testified on 2/25/04. He had a conversation with the claimant in November 2003 in which the claimant admitted to him that he had done some heavy lifting but only as necessary to maintain his business, approximately five or six times. According to the witness, the claimant did not deny his work. The witness testified that the claimant was a driver for the employer and his duties included collecting periodicals and newspapers from various publishers, compiling them by dealer account, tying them, loading them onto a truck and unloading them from the truck. Although the witness has not performed the job, it was his understanding that the stacks of papers and periodicals could weigh up to 37 pounds. He agreed that the job consisted of manual labor and it was not light duty. He testified that no light duty work was made available to the claimant.

The employer's investigator, S.L., testified on 2/25/04 and 6/9/04. The testimony, however, consisted of his surveillance of the claimant up until 9/30/03.

Dr. Bruno, the claimant's chiropractor, testified on 10/27/04 that he first treated the claimant on 5/15/02. He felt it was in the claimant's best interest to rest and to not go back to doing heavy lifting. He initially saw the claimant three times per week and subsequently he saw the claimant twice per week. The claimant's 7/25/02 MRI showed multiple disc herniations at L-1/L-2, L-2/L-3, and L-5/S-1 and some flattening of the ventral thecal sac. His examinations correlated with the MRI findings. The doctor found spasm, primarily in his lower back. The doctor wrote a letter on behalf of the claimant clearing him for light duty status in October 2002. He restricted the claimant to no lifting over 20 pounds on a consistent, all-day basis. As of September 2003, he still opined that the claimant should not be doing heavy duty work. He opined that the claimant had a partial disability, which was moderate in degree. Heavy labor will exacerbate his condition. He reviewed videotape activity of the claimant which he considered to be consistent with the work restrictions he placed on the claimant. He continued to consider that the claimant had a moderate disability. He continued to opine that the claimant should not return to his job of lifting and wrapping paper bundles without helpers. He continued to recommend that the claimant return to a light duty status. He was not aware of the claimant's business. The doctor explained that his indication on reports that the claimant was totally disabled was in reference to the type of work that he had been doing for the employer. On 1/26/05 Dr. Bruno testified that the claimant engaged in a "handful" of activities that the doctor believed were outside the claimant's restrictions which included bending, getting up quickly and lifting of certain items. With respect to the claimant's work activity, the doctor and the claimant discussed that the claimant was not working for the employer.

Dr. Stiler, the claimant's treating neurologist, testified on 10/29/04. He treated the claimant on 7/10/02, 10/28/02 and 12/4/02. He found diffuse spasm in the claimant's lower back, and reduced range of motion on the straight leg test, which had worsened over the course of treatment. Although the claimant's chiropractor asked that the claimant be returned to light duty status, Dr. Stiler testified that he would not have allowed the claimant to return to work in any capacity because the claimant actually became worse in spite of the conservative treatment that he was receiving. He considered the claimant to have a total disability and he considered his condition to be permanent based on the MRI findings of herniated discs. The claimant informed the doctor that he was not working as a driver. The doctor did not ask the claimant whether he was performing any other work. The doctor stated that he was concentrating on the type of work the claimant was doing in his job description, which was work as a driver. His opinion with respect to whether the claimant's disability was total would not have changed from a neurological

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Claimant - Dominic A Orlando
Social Security No. -
WCB Case No. - 0022 8409
Date of Accident - 05/14/2002
District Office - NYC

Employer - City & Suburban/NY Times
Carrier - Travelers Insurance Company
Carrier ID No. - W213003
Carrier Case No. - 022-CB-ASV3090T
Date of Filing of this Decision - 02/24/2006

ATENCION:

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perspective had he known that the claimant worked in a landscaping business performing some lifting, pushing lawn mowers, carrying ladders, and picking up plywood. The doctor considered that the claimant would be another patient who did not necessarily listen to what the doctor recommended. The doctor based his findings and opinion on the neurological examination and the diagnostic testing. The doctor testified that patients with herniated discs have good and bad days and their symptoms can wax and wane. However, when their baseline involves multiple levels of disc herniations which at any time can be aggravated and enlarged, the primary problems remain and the primary limitation has to remain. The doctor would restrict lifting above 10 pounds and sitting and standing for no more than 15 minutes.

The carrier's consulting chiropractor, Dr. Dolci, testified on 1/26/05. He examined the claimant on 8/5/02, 11/7/02, 4/8/03 and 9/9/03. According to the doctor, the claimant stated that he had been unable to return to work since the date of the accident. He found that the claimant had a moderate partial disability based on the findings of involuntary lumbar muscle spasm, limited range of motion, and positive MRI results of multilevel disc pathology in addition to his physical findings. According to the doctor, on 4/8/03 the doctor asked the claimant if he was currently working and the claimant denied working. On 9/9/03, the claimant indicated that he had been unable to return to work since the date of the injury due to the severity of the work injury. The doctor testified that he generally asks if a claimant has been working and the question is not specific to the claimant's work in his prior employment. His examination was consistent with the claimant's MRI findings. He restricted the claimant to activities which did not include lifting, bending or prolonged standing or walking. He considered the claimant's condition to be permanent in nature.

Pursuant to Workers' Compensation Law §114-a(1), "[i]f for the purpose of obtaining compensation pursuant to section fifteen of this chapter, or for the purpose of influencing any determination regarding any such payment, a claimant knowingly makes a false statement or representation as to a material fact, such person shall be disqualified from receiving any compensation directly attributable to such false statement or representation. In addition, as determined by the board, the claimant shall be subject to a disqualification or an additional penalty up to the foregoing amount directly attributable to the false statement or representation. Any penalty monies shall be paid into the state treasury."

The Board Panel does not consider the claimant to have violated WCL § 114-a when he testified, since he revealed his work activity in his landscaping business. Moreover, the claimant filled out his affidavit of work activity having already revealed his landscaping business and thus his explanation for his answers are plausible. In addition, the claimant's doctors' testimony revealed that the discussions surrounding the claimant's work activity involved the work activities for the employer, and the testimony does not support a finding of WCL § 114-a. However, Dr. Dolci's testimony was clear that he specifically questioned the claimant with respect to *any* [emphasis added] work activity and the claimant denied work activity. The Appellate Division has previously upheld a finding that a claimant has violated WCL § 114-a by making false statements with respect to activity to a carrier's consultant. *See, Phelps v. Phelps*, 277 A.D.2d 736, 716 N.Y.S.2d 160 (3d Dept. 2000). In the instant case, the Board Panel finds that the claimant's statements beginning 8/5/02 to Dr. Dolci denying work activity constitute false statements which were made for the purpose of obtaining compensation.

Once a finding is made that a claimant has violated WCL § 114-a, it must then be determined what penalties are warranted under the circumstances. WCL § 114-a provides both mandatory and discretionary penalties. A mandatory penalty is applicable when it is found that the claimant received compensation benefits which were directly attributable to the false statement or representation, which the claimant must forfeit. The Board may also

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Claimant -	Dominic A Orlando	Employer -	City & Suburban/NY Times
Social Security No. -		Carrier -	Travelers Insurance Company
WCB Case No. -	0022 8409	Carrier ID No. -	W213003
Date of Accident -	05/14/2002	Carrier Case No. -	022-CB-ASV3090T
District Office -	NYC	Date of Filing of this Decision -	02/24/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

assess a discretionary penalty in an amount equal to the mandatory penalty, or may disqualify the claimant from receiving all or a portion of further lost wage benefits. See, *Losurdo v. Asbestos Free, Inc.*, 1 N.Y.3d 258, 771 N.Y.S.2d 58 (2003).

Dr. Dolci's evaluation of the claimant was premised in part on the claimant's false statements that he was not working. As a result of the claimant's false statements to Dr. Dolci, awards were continued. A mandatory penalty is, therefore, imposed for the period from 8/5/02 to 10/31/03.

In addition to the mandatory penalty of disqualification from benefits directly attributable to the false statement or representation, WCL § 114-a(1) also gives the Board the authority to assess a discretionary penalty in an amount equal to the mandatory penalty, or to disqualify the claimant from receiving all or a portion of further lost wage benefits, "so long as the penalty is not disproportionate to his offense" *Losurdo v. Asbestos Free, Inc.*, 1 N.Y.3d 258, 771 N.Y.S.2d 58 (2003).

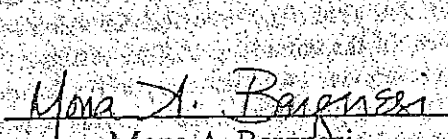
While in some cases, mitigating circumstances might render the penalty of total disqualification inappropriate, in the present case, the Board Panel finds that claimant's repeated false statements to Dr. Dolci on 8/5/02, 11/7/02, 4/8/03 and 9/9/03 warrant permanent and total disqualification from wage replacement benefits.

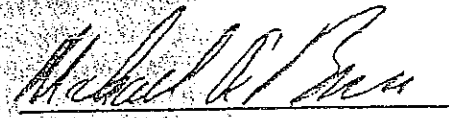
The Board Panel finds, based on a review of the entire record, that claimant has violated WCL § 114-a(1) and that a mandatory penalty is warranted in the amount of compensation benefits received by the claimant for the period from 8/5/02 to 10/31/03 which were directly attributable to the false statements made by claimant. Further, based on the facts of this case and the serious nature of claimant's repeated false statement, the Board Panel chooses to exercise its discretionary authority to permanently disqualify claimant from receiving wage replacement benefits from 10/31/03 forward.

Accordingly, the WCLJ decision filed 9/6/05 is REVERSED to find that the claimant violated WCL § 114-a and to impose a mandatory penalty for the period from 8/5/02 to 10/31/03 and to disqualify the claimant from wage replacement benefits from 10/31/03 forward. The case is closed.

All concur.


Karl A. Henry


Mona A. Bargnesi

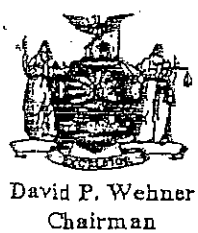

Michael T. Berns

Claimant - Dominic A Orlando
Social Security No. -
WCB Case No. - 0022 8409
Date of Accident - 05/14/2002
District Office - NYC

Employer - City & Suburban/NY Times
Carrier - Travelers Insurance Company
Carrier ID No. - W213003
Carrier Case No. - 022-CB-ASV3090T
Date of Filing of this Decision - 02/24/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).



LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
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State of New York - Workers' Compensation Board
In regard to Isabel McGown, WCB Case #2020 4889

MEMORANDUM OF BOARD PANEL DECISION
keep for your records

Presiding: Jeffrey R. Sweet
Mona A. Bargnesi
Ellen O. Paprocki

* This decision also pertains to the following case(s): 20006888.

Oral argument was heard in Hempstead, New York on June 6, 2005. Thereafter the following decision was rendered.

This case was heard by video conference with the Board Panel convened in Syracuse, New York.

In an application filed September 13, 2004, the self-insured employer's attorney requested review of the Workers' Compensation Law Judge's reserved decision in WCB 20204889 and WCB 20006888 filed August 12, 2004, which, among other findings and awards, found that the decedent had a causally related accident from toxic respiratory exposure to cleaning fluid in WCB 20006888 and causally related death in WCB 20204889. The cases were closed. The self-insured employer's attorney contended that the substantial medical evidence supports the conclusion of no causal relationship in both cases. The self-insured employer's attorney further contended that the opinion of Dr. Holden is not credible. The self-insured employer's attorney also contended that it is a stretch to believe that the decedent's brief exposure could cause the decedent's condition and death.

The self-insured employer's attorney requested that the Law Judge's decisions be rescinded and both claims disallowed. In the alternative, the self-insured employer's attorney requested that the case be referred to an impartial specialist.

In a rebuttal filed September 21, 2004, the claimant's attorney requested that the decisions of the Workers' Compensation Law Judge be affirmed.

The self-insured employer's attorney filed a sur-rebuttal dated October 25, 2004.

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Claimant -	Isabel McGown	Employer -	Holly Patterson
Social Security No. -		Carrier -	Nassau Health Care Corp.
WCB Case No. -	2020 4889	Carrier ID No. -	W840078
Date of Accident -	01/17/2001	Carrier Case No. -	
District Office -	Hempstead	Date of Filing of this Decision -	06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

WCB 20006888 is a claim for a respiratory injury resulting in dizziness, nausea and shortness of breath that occurred on July 6, 2000.

The record in WCB 20006888 contains a form C-3, Employees' Claim for Compensation, dated September 15, 2000, in which the decedent indicated that she had breathing difficulties on July 6, 2000, after inhaling fumes from cleaning fluids used to clean the bathroom by her office at work.

The record in WCB 20006888 contains a series of C-4 reports, dated April 3, 2001 and April 4, 2001, received by the Board on March 4, 2002, in which the decedent's attending physician, Dr. Saffran diagnosed the decedent with dyspnea, hypoxemia, chronic obstructive pulmonary disease, pleural effusion and opined the decedent was partially disabled. In each report, Dr. Saffran indicated that it was "unknown" whether the incident on July 6, 2000 caused the decedent's injuries. The reports document treatment from July 24, 2000 to November 1, 2000. In a medical narrative dated September 26, 2000, Dr. Saffran diagnosed the decedent with granulation disease, emphysema, diabetes mellitus and essential hypertension.

WCB 20204889 is a claim for causally related death that occurred on January 17, 2001.

The record in WCB 20204889 contains a certificate of death which lists the cause of death as cardiac arrest during open lung biopsy for interstitial pneumonia as a consequence of hypertensive and atherosclerotic heart disease.

The record in WCB 20204889 contains a discharge summary dated January 17, 2001, which indicates that the decedent had open lung biopsy for further diagnosis and after that procedure was performed developed cardiac arrest and expired.

The record in WCB 20204889 contains a report of autopsy dated April 18, 2001, in which the deputy medical examiner, Dr. O'Reilly listed the cause of death as cardiac arrest during open lung biopsy for interstitial pneumonia due to hypertensive and atherosclerotic heart disease. The report noted diffuse chronic interstitial pneumonitis.

In a medical narrative dated November 2, 2001, the claimant's pulmonary consultant, Dr. Holden opined after a review of the medical record and with a reasonable degree of medical certainty that the decedent's death was related to her pulmonary disease which was related to the toxic exposure to cleaning fluid at work. At the hearing held on March 25, 2003, Dr. Holden testified that there was a direct relationship between the death and the exposure on July 7, 2000. Dr. Holden indicated that the autopsy revealed interstitial fibrosis and the heart attack death from surgery.

In a medical narrative dated October 8, 2002, the self-insured employer's consultant, Dr. Dawson indicated that he was unable to provide a meaningful opinion regarding the cause of death because of the completely inadequate nature of the records available for his review. In a medical narrative dated January 1, 2003, Dr. Dawson opined that the decedent's death was cardiac and not causally related in terms of cause and effect to her lung disease. Dr. Dawson further indicated that the autopsy revealed interstitial pneumonitis with interstitial fibrosis and that this is a chronic non-specific condition which would not be caused by a one-time exposure to cleaning agent fumes. At the hearing held on June 19, 2003, Dr. Dawson testified that in his opinion the decedent died of heart disease. Dr. Dawson indicated that the stress due to biopsy surgery was likely the trigger mechanism for death. Dr. Dawson opined that the exposure at work could cause symptoms or hospitalizations but would not cause chronic lung

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Claimant - Isabel McGown
Social Security No. -
WCB Case No. - 2020 4889
Date of Accident - 01/17/2001
District Office - Hempstead

Employer - Holly Patterson
Carrier - Nassau Health Care Corp.
Carrier ID No. - W840078
Carrier Case No. -
Date of Filing of this Decision - 06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

scarring. Dr. Dawson further opined that the one exposure was not going to result in scarring a year later.

The burden of establishing a causal relationship between employment and a disability rests with the claimant who must do so by competent medical evidence (*Mitchell v. New York City Transit Authority*, 244 A.D.2d 723, 664 N.Y.S.2d 485 [3rd Dept. 1997]). The medical opinion need not be expressed with absolute or reasonable certainty. It must, however, be an indication of sufficient probability as to the cause and the medical opinion must be supported by a rational basis (*Van Patten v. Quandt's Wholesale Distributors*, 198 A.D.2d 539, 603 N.Y.S.2d 195 [3rd Dept. 1993]).

It is noted that the presumption contained in WCL Section 21(1) does not completely relieve the decedent's estate from the burden of demonstrating that the decedent's death arose out of and in the course of his employment. See, *Sullivan v. Canton Police Department*, 285 AD2d 850, 728 NYS2d 300 (3rd Dept. 2001); *Estate of Hertz v. Gannett Rochester Newspapers*, 272 AD2d 814, 709 NYS2d 222 (3rd Dept. 2000). The decedent's estate still has the burden of establishing causal relationship with competent medical evidence. *DeSalvo v. Prudential Ins. Co.*, 248 AD2d 897, 670 NYS2d 613 (3rd Dept. 1998). While causal relationship for a death cannot be based upon opinion evidence that is pure speculation [see, *Van Patten v. Quandt's Wholesale Distribs.*, 198 AD2d 539, 603 NYS2d 195 (3rd Dept. 1993)], there is no requirement that medical opinions be expressed with absolute or reasonable medical certainty. See, *Dongarra v. Village of Ossining*, 250 AD2d 1007, 673 NYS2d 255, *lv. dismissed* 92 NY2d 919, 680 NYS2d 459, *lv. denied* 93 NY2d 816, 697 NYS2d 563 (3rd Dept. 1988). The medical opinion is adequate if it is apparent that the expert meant to signify a probability as to the requisite causal connection and that such opinion is supported by a rational basis. *Estate of Matusko v. Kennedy Valve Manufacturing Co.*, 296 AD2d 726, 745 NYS2d 302 (3rd Dept. 2002).

It is well established that "the Board is the final judge of witness credibility, and it alone can evaluate the factors relevant to determining whether the testimony of a party or witness is worthy of belief." *McCabe v. Peconic Ambulance & Supplies, Inc.*, 101 A.D.2d 679, 475 N.Y.S.2d 578 (3rd Dept. 1984). Where there is conflicting testimony, the Board is left to determine which witnesses are credible, and which testimony to accept or reject. *Wright v. Golden Arrow Line Inc.*, 206 A.D.2d 759, 615 N.Y.S.2d 473 (1994).

The Board Panel finds, after a review of the testimony and evidence in the record, that there is no medical opinion in the record of WCB 20006888 supporting the establishment of a causally related injury. The Board Panel notes that the reports of the decedent's attending physician, Dr. Saffran all indicate that it was unknown whether there was a causal link between the inhalation of fumes from cleaning fluid at work and the decedent's multiple medical conditions. The Board Panel has considered the additional medical evidence in the record and finds the opinion of Dr. Dawson to be more credible and persuasive that the decedent's demise from cardiac arrest after a lung biopsy was not causally related to an injury at work. The Board Panel notes that there is no evidence that the claimant's cardiac condition, which was the direct cause of death, was work related. Therefore, the claims are disallowed and the cases are closed.

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Claimant - Isabel McGown
Social Security No. -
WCB Case No. - 2020 4889
Date of Accident - 01/17/2001
District Office - Hempstead

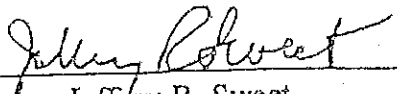
Employer - Holly Patterson
Carrier - Nassau Health Care Corp.
Carrier ID No. - W840078
Carrier Case No. -
Date of Filing of this Decision - 06/20/2005

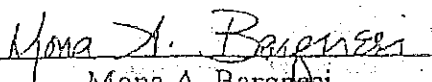
ATENCION:

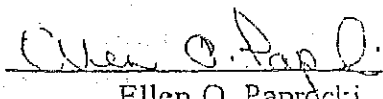
Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

Accordingly, the law judge's reserved decisions in WCB 20204889 and WCB 20006888, filed August 17, 2004 are REVERSED. The claims are disallowed. The cases are closed.

All concur


Jeffrey R. Sweet


Mona A. Bargnesi


Ellen O. Paprocki

Claimant - Isabel McGown
Social Security No. -
WCB Case No. - 2020 4889
Date of Accident - 01/17/2001
District Office - Hempstead

Employer - Holly Patterson
Carrier - Nassau Health Care Corp.
Carrier ID No. - W840078
Carrier Case No. -
Date of Filing of this Decision - 06/20/2005

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).



David P. Wehner
Chairman

LEGAL APPEALS UNIT
WORKERS' COMPENSATION BOARD
20 PARK ST
ALBANY, NY 12207
www.wcb.state.ny.us

State of New York - Workers' Compensation Board

In regard to John R. Fortunato, WCB Case #4040 0236

AMENDED
MEMORANDUM OF BOARD PANEL DECISION
keep for your records

Presiding: Donna Ferrara
Ellen O. Paprocki
Robert M. Zinck

Oral argument was heard in Brooklyn, New York on August 9, 2005. Thereafter the following decision was rendered.

This decision amends and supersedes the Memorandum of Decision filed in this matter on August 30, 2005.

Commissioners Botta and Zinck presided before the parties in Brooklyn, New York; Commissioner Ferrara was convened in Hauppauge, New York, and participated in the hearing via video conference.

Commissioner Paprocki appears on the Panel in place of former Commissioner Botta. Commissioner Paprocki is fully familiar with the file and prepared to render a decision.

In an application filed 3-06-05, the carrier requests review of the Workers' Compensation Law Judge ("WCLJ") notice of decision filed 2-03-05, in which the claim was established for a work-related exacerbation of pre-existing liposarcoma of the left leg with causally related metastasis, the average weekly wage was set as \$600.00, compensation benefits were held in abeyance for the period from 10-07-03 to 12-15-03, awards of compensation benefits were made for the period from 12-15-03 to 1-29-05 at the rate of \$400.00, the carrier was directed to continue payments at the rate of \$400.00, and the carrier was directed to reimburse the disability benefits carrier \$4,420.00 for its lien.

The carrier requests that the claim be disallowed. The carrier contends that the claimant fabricated the accident and that the claimant has no credibility. The carrier contends that the claimant's account of the accident is ridiculous because the claimant did not get any identifying information regarding the driver who struck him or the driver who assisted him, the claimant did not file a police report, and the claimant had been terminated from his job for falsifying his job activities. The carrier submits a document that was submitted in earlier proceedings. The carrier

*** Continued on next page ***

Claimant - John R. Fortunato
Social Security No. -
WCB Case No. - 4040 0236
Date of Accident - 10/06/2003
District Office - NYC

Employer - Opus III VII Corp.
Carrier - Travelers Indemnity Company
Carrier ID No. - W212757
Carrier Case No. -
Date of Filing of this Decision - 04/27/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclamacion(caso).

does not offer an explanation as to why this evidence was not presented to the WCLJ.

A rebuttal was filed on behalf of the claimant on 4-05-05, wherein the claimant's representative requests that the notice of decision be affirmed. The claimant's representative contends that the ISC report should not be considered because it was not timely submitted before the WCLJ. The claimant's representative contends that the claimant testified credibly, but that the employer's lay witnesses were incredible. The claimant's representative points out that Mr. Hamilton was able to corroborate the fact that the claimant provided notice of the work accident within a few days of its occurrence and that Mr. Keffler's testimony was confusing and vague.

Evidence

Initially, the Board Panel notes that it will not consider the document submitted by the carrier with its appeal. 12 NYCRR 300.13(g) states that when new evidence is submitted with an appeal, the application for review "must state the reasons showing that such evidence could not have been presented to the Workers' Compensation Law Judge or could not have been produced as directed by the Workers' Compensation Law Judge." As no such explanation has been offered by the carrier, the Board Panel does not consider this piece of evidence.

The testimony of the claimant was taken at a hearing held on 11-19-04. The claimant worked for Opus III VI Corp. as a sales representative from March 2003 through December 2003. As part of his job duties, the claimant worked in the field, where he would meet with potential and current clients. On 10-06-03, the claimant rented a hotel room in Amityville Village in order to meet with a client. After checking-in to the hotel, the claimant proceeded to walk across a busy intersection to get lunch. While standing on the sidewalk, the claimant was struck on the left thigh by a motor vehicle. The force of the impact threw the claimant into the air, causing him to land on the hood of the car before he rolled onto the pavement.

Another motorist chased down the driver of the vehicle which struck the claimant and brought the driver back to the scene where the claimant was struck. The claimant stated that he stood up without assistance, brushed himself off, told the driver and the other motorist that he was fine, and then he went back to the hotel to work. The claimant testified that he did not obtain the name of the driver or the other motorist, he did not call the police or an ambulance, he did not seek any medical attention, he did not notify his employer of the incident, nor did he make the client call he had planned. The claimant was able to continue to work until 12-15-03, when he was terminated. Two days after the incident, the claimant sought treatment at Coney Island Hospital. The intake report recorded that the claimant was struck by a motor vehicle two days prior and that he had signs of a left thigh hematoma anteriorly. The next day the claimant notified his supervisor, Mr. Hamilton, about the incident.

Testimony was taken from the employer lay witnesses, Mr. Hamilton and Mr. Keffler, at a hearing held on 1-28-05. Mr. Hamilton was the claimant's direct supervisor. He acknowledged receiving notice of the incident two to three days after the incident occurred. Mr. Hamilton stated that the claimant was terminated from employment on 12-15-03 because the claimant had submitted inaccurate reports regarding his daily work activities and because the claimant did not complete all of his assignments. Mr. Hamilton was aware that the claimant had cancer when he terminated the claimant's employment.

Mr. Keffler, the president and CEO of Opus III VI Corp., testified that he became involved in the termination of the claimant's employment because it involved the claimant lying to customers. Mr. Keffler stated that he did not become aware of the incident until shortly before he terminated the claimant from employment. In considering

*** Continued on next page ***

Claimant -	John R. Fortunato	Employer -	Opus III VII Corp.
Social Security No. -	4040 0236	Carrier -	Travelers Indemnity Company
WCB Case No. -	4040 0236	Carrier ID No. -	W212757
Date of Accident -	10/06/2003	Carrier Case No. -	
District Office -	NYC	Date of Filing of this Decision -	04/27/2006

ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pide informacion acerca de su reclamacion(caso).

whether to terminate the claimant's employment, Mr. Keffler stated that he had required the claimant to check-in with him by telephone at certain times, however the claimant failed to comply with this direction.

In addition to the initial medical report from Coney Island Hospital for treatment rendered on 10-08-03, the Board's file contains only two medical reports from an attending physician regarding treatment for the claimant's left leg. Dr. Rosen submitted narrative reports dated 12-09-03 and 1-29-04. In the report dated 12-09-03, the doctor indicated that the claimant first noted a swelling in his left thigh in April of 2003 and that several months later, the claimant felt a mass in the thigh. On 10-06-03, the claimant was struck in the left proximal thigh, precisely where the mass was located. In the report dated 1-29-04, Dr. Rosen opined that the motor vehicle collision exacerbated a pre-existing liposarcoma, which was located in the left thigh, resulting in a rapid increase in the size of the liposarcoma.

The carrier had the claimant examined by Dr. Kabakow, on 10-14-04, and by Dr. Miskin, on 10-15-04. Dr. Kabakow opined that the motor vehicle collision exacerbated and accelerated the spread of the claimant's pre-existing liposarcoma of the left thigh, and that the claimant has been disabled since the motor vehicle collision. Dr. Miskin, a psychiatrist, diagnosed the claimant with post-traumatic stress disorder, which was related to the liposarcoma, and stated that the claimant was disabled due to the post-traumatic stress disorder.

Discussion

Although Workers' Compensation Law §21 provides a claimant a presumption that a claim comes within the provisions of the Workers' Compensation Law, the Board may find the testimony of the claimant incredible and disallow a claim. *Tagwa Security Inc.*, WCB# 0034 7927 (Board Panel decision filed 3-14-05); *General Roofing/Tuckahoe*, WCB# 3030 6728 (Board Panel decision filed 12-23-04); *SAQIB International Construction*, WCB# 0030 3447 (Board Panel decision filed 12-10-04).

In the instant matter, the Board Panel finds that the claimant's testimony regarding the incident to be incredible. When determining whether an accident occurred, the Board must apply a common-sense viewpoint. *Johannesen v. New York City Dept. of Housing Preservation & Development*, 84 N.Y.2d 129, 615 N.Y.S.2d 336 (3rd Dept. 1994). The Board Panel finds that the claimant's account of the incident, that he was struck by a motor vehicle in the thigh, was thrown into the air onto the hood of the motor vehicle and then rolled on the ground without any noticeable or visible signs of cuts, scrapes, bruises, broken bones, or other injuries, to be incredible, especially when considering the claimant's testimony that he chose not to obtain the identity of the driver who struck him or the motorist who assisted him, as well as refusing medical attention or police involvement. In addition, the claimant's account becomes less credible when considering that the claimant was able to continue working that day, but he did not attend the scheduled client call, and that the claimant did not notify the employer of the incident or seek medical attention for several days.

The Board Panel finds, upon review of the entire record, that, based upon the claimant's lack of credible testimony, the claim is disallowed.

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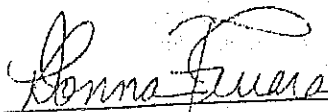
Claimant -	John R. Fortunato	Employer -	Opus III VII Corp.
Social Security No. -		Carrier -	Travelers Indemnity Company
WCB Case No. -	4040 0236	Carrier ID No. -	W212757
Date of Accident -	10/06/2003	Carrier Case No. -	
District Office -	NYC	Date of Filing of this Decision -	04/27/2006

ATENCION:

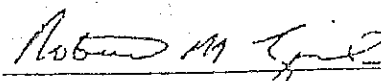
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Accordingly, the notice of decision filed 3/14/05 is REVERSED. The case is closed.

All concur.


Donna Ferrara


Ellen O. Paprocki


Robert M. Zinck

Claimant - John R. Fortunato
Social Security No. -
WCB Case No. - 4040 0236
Date of Accident - 10/06/2003
District Office - NYC

Employer - Opus III VII Corp.
Carrier - Travelers Indemnity Company
Carrier ID No. - W212757
Carrier Case No. -
Date of Filing of this Decision - 04/27/2006


ATENCION:

Puede llamar a la oficina de la Junta de Compensacion Obrera, en su area correspondiente, cuyo numero de telefono aparece al principio de la pagina y pida informacion acerca de su reclmacion(caso).

Copies To:
Claimant:
Carrier:
Employer:
Other:

John R. Fortunato
Travelers Indemnity Company
Opus III VII Corp.
Fortunato & Fortunato, PLLC
Vecchione & Vecchione LLP
Health Insurance Plan of
Group Health Incorporated

Please see below for Recipients.

John R. Fortunato


Opus III VII Corp.
8939 F Street
Omaha, NE 68127

Travelers Indemnity Company
of Illinois
PO Box 466
Albany, NY 12201-0466

Fortunato & Fortunato, PLLC
26 Court Street, Suite 1301
Brooklyn, NY 11242

Vecchione & Vecchione LLP
269 Hillside Ave
Williston Park, NY 11596-2299

Health Insurance Plan of
Greater New York
C/O HCSG
274 Riverside Ave Ste 2
Westport, CT 06880

Group Health Incorporated
Attn: Workers' Compensation
Match Program
PO Box 2804
New York, NY 10116-2804



EXHIBIT B

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STEVEN F. CONNORS

COUNSEL

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MICHAEL DIVERS
LAWRENCE FELDMAN

JAMES J. SLATTERY
HOWARD GEASOR
RAYMOND J. CLANCY
PATRICK QUINN
LEONARD FELD
MARY FRANCES SCHNOR

TO: NASSAU COUNTY

ATTN: COUNTY ATTORNEY

Claim No.: 00NC36589 Accident Date: 08/08/2001 Date of Report: 02/27/2002 WCB No.: 20102551

Claimant: Paul Rauseo Employer: NASSAU COUNTY POLICE DEPT.

Hearing Date: 02/27/2002 Place: HAUPPAUGE, PT. 04 Judge: DE BOWEY

Claimant Present: YES Represented By: CLINTON

AWARD:

20% schedule loss of use to the right leg equal to
57.6 weeks of compensation payable as follows:
5 days ILT from 6/16/2000 to 6/10/2001 at \$400, balance at \$400 RE
Reimburse employer \$1,576.44 with balance payable to claimant.
Attorney fee \$2,100 to Fusco, Brandenstein
No protracted healing.

DISPOSITION:

No further action.

REMARKS:

This is an established right knee case with an AWW of \$1,697.45. The claim was not present last time, but he did appear today. The claimant's attorney acknowledged receiving your consultant's report wherein Dr. Khachadurian found a 20% causally related schedule loss of use of the leg. The claimant's attorney indicated that the claimant's doctor had a new MRI taken because of complaints that were made by the claimant. He found that the claimant needed further surgery. The surgery is described in the medical report of your folder.

NASSAU COUNTY
Paul Rauseo
Jain No. 90NC036589
Page 2

I had a discussion with the claimant's attorney indicating that we felt that that condition was congenital or possibly caused by his actively playing softball and not due to the minuscule tear surgery. In off-the-record discussion, she indicated that it was believed that the first surgery is not probably done, causing a need for the second surgery. Of course, we had no medical report saying that and we would not accept the same in any event.

The claimant's attorney then spoke with the claimant outside and came back after a lengthy interval. They advised us that the claimant would take the 20% schedule loss of use as found by our consultant. The claimant was sworn in and testified that he had been advised that he had various opportunities in this case. He stated that he didn't want to continue the case any longer for any reason, and would accept the 20% schedule loss of use, as found by our consultant. The above award was then made.

The claimant states that in the folder for the accident of 10/02/96, your File No. 96NC28322, that the attending doctor found a schedule loss of use of 10% of the right arm and that we have not had an examination accordingly. I suggest you review that file and have an examination by your consultant for schedule loss of use of the right arm.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By: FRANK J. VECCHIONE

FJV/hws

PRIORITY

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GINA CANO
CARL SAKS

JAMES J. SLATTERY
HOWARD GEASOR
LEONARD FELD
LAWRENCE FELDMAN
JOSEPH D. MADDEN
PATRICIA SWEENEY

TO: TRIAD TROY/TOWN NO. HEMPSTEAD

ATTN: MELINDA DUGAN

Claim No.: TNH04021 Accident Date: 05/14/2004 Date of Report: 05/12/2006 WCB No.: 20405155
Claimant: John Ormon Employer: TOWN OF NORTH HEMPSTEAD
Hearing Date: 05/12/2006 Place: HEMPSTEAD, PT. 01 Judge: GOLDFARB
Claimant Present: YES Represented By: KATZ

AWARD:

Modify prior awards as follows:
8/24/04 to 5/13/06 @ \$201.93 RE;
Carrier to continue payments @ \$201.93 RE;
Attorney fee \$1,450.00 payable to Terry Katz & Assoc., Esqs.;
(Appeal being filed, do not pay award and discontinue payments).

DISPOSITION:

TRIAL DATE: July 13, 2006 @ 11:15 AM
Hempstead, Pt. 1, (3/4 hr);
Claimant to testify;
Triad Group to produce one employer lay witness for testimony;
Issue: voluntary removal and offer of light duty.

REMARKS:

We presented extensive oral arguments today after which the Judge made the above-mentioned award. We feel we must appeal the same. If you agree, there is nothing further for you to do on the appeal but if you disagree, please contact me and I will forgo filing the appeal.

This case is established for an injury to the back with an average weekly wage of \$605.78. You are being directed to continue payments at \$101.00 temporary rate.

FINAL TRIAL TOWNSHIP HEMPSTEAD
Case No. 04004021
VCE No. 04005135
Page 2

At today's hearing we continued to raise voluntary removal. It is our position that the employer offered the claimant a light duty job. We requested to take the claimant's testimony on this issue and the claimant's work activity and receipt of unemployment benefits. We believe the claimant worked odd jobs and received unemployment.

The file is subject to a child support lien.

Per the Department of Social Services, in December 2005 the claimant worked for Graystone Temporary. We believe he worked for an air-conditioning company for two days. This is noted in the report of Dr. Insler dated 2/11/05.

Previously medical testimony was taken. Thereafter, the Judge issued a reserved decision dated 4/18/06. In his decision, the Judge found the claimant had a moderate partial disability at least as of 9/29/05. The Judge then restored the case to the calendar for development of the record on voluntary removal and work activity.

The main thrust of our argument today is that it is a violation of our due process rights to continue payment while we are developing the record on voluntary removal. If we prove that the claimant is not entitled to benefits, then there would be no way the guarantee return of money paid to the claimant that we proved the claimant was not entitled to. The argument went on for quite sometime.

The claimant argued that he did respond to the employer's light duty offer. He states that the employer submitted the light duty position to his doctor. He stated it was not light duty at all. He stated the job submitted to his doctor was his usual job. His doctor informed him that he could not do the physical duties of his usual job.

The claimant further testified that he spoke to Ms. Beckerman and she informed him that there was no light duty work available. Of course, we dispute this.

The claimant testified, under oath, that he has done no work on or off the books. That he does not own his own business.

The claimant states that he is taking a Civil Service exam and following up with Vesid.

The claimant's testimony seems to contradict the information we have about work.

RECOMMENDATIONS: We are going to maintain your file and place it in line for an appeal. We will hold off doing the appeal to about June 5 through 9. This to give you time to investigate the claimant's allegations.

TRIAD TROY/TOWN NO. HEMPSTEAD
John Ormon
Claim No.: TNH04021
WCB No.: 20405155
Page 3

First, please follow-up with Ms. Beckerman. Please ascertain whether or not light duty is available. Furthermore, whether a firm offer of light duty was made to the claimant. If so, please e-mail us when the offer was made and by who. Also, how the offer was made.

Investigate what job was faxed to the claimant's doctor. If you could get us the fax it would be helpful. Let us know whether it was a light duty job or the claimant's regular job.

Please also investigate whether we have hard proof that the claimant actually worked. If so, then his testimony today would constitute a violation of Section 114-a.

If you can support the offer of light duty, then we should appeal. If not, then you should tell us to forgo the appeal. If we appeal, do not pay the award. If we do not appeal, then you should pay the award. As you can see, you have to make a decision within ten days of the filing date of the notice of decision on whether you are going to appeal to avoid a large penalty.

Should you wish to discuss this matter, please do not hesitate to call. As always, we thank you for your kind consideration. To discuss the case with me, please do not hesitate to call.

As always, we thank you for this kind referral.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By: Michael F. Vecchione
Mvecchione@vecchionelaw.com
Cell #: 516 661-6722

MFV:maf
E-mailed to: Mindy Dugan

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STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
RICHARD MASONE
GINA CANO
CARL SAKS

TO: TOWER INSURANCE CO. OF NY

ATTN: TIM KARAGJOZI

Claim No: WC0301456TK Accident Date: 11/09/2003 Date of Report: 03/09/2006 WCB No.: 0043098
Claimant: Christos Manassis Employer: 699 ALLERTON AVE COFFEE SHOP
Hearing Date: 03/08/2006 Place: DEPOSITION Judge:
Claimant Present: NO Represented By: O'Connor

MEMORANDUM OF DEPOSITION OF DR. DeMARCO
& ATTEMPTED DEPOSITION OF DR. LERNER

CLAIM HISTORY

You are very familiar with the background involved in this case, which we have worked very closely on with you. The claimant alleges injuries to the back, shoulders, neck and chest from a slip and fall at work on 11/9/03. We have raised Section 114, 114-a and 114-a.2, fraud because the claimant tried to hide the fact that he was assaulted by Police on the day before the alleged accident. We are of the opinion that the claimant staged this accident in order to cover his injuries from the Police assault under compensation. Our prior reports detail the many attempts at fraud.

Further evidence of fraud is that the claimant tried to hide the fact that he was working while claiming total disability. We do have an excellent surveillance to prove this. The case will appear on the calendar on March 20, 2006 for the testimony of our investigator. Per our discussions, you have arranged for the investigator to be present with the video tapes, surveillance reports and video tape viewing equipment. I

TOWER INSURANCE CO. OF NY
Christos Manassis
Claim No.: WC0301456TK
WCB No.: 00439985
Page 2

personally be handling the matter and you should inform the investigator to look for me. I will of course, do the same.

Our IME, Dr. Sultan found no disability or need for treatment on 10/6/04. Our IME, Dr. Feuer, on 10/14/04 found no disability and no need for treatment.

The claimant failed to produce medical evidence until 8/24/04, which is nine months after the accident.

We continue to demand the claimant's tax returns.

We deposed the following doctors: Dr. Anthony on 3/1/06, Dr. Lambrakis, Dr. Lapapoulis on 2/10/06 and Feuer on 2/13/06. We refer you to our prior reports for a summary of the doctors' testimonies.

Of great importance, is that Dr. Anthony treated the claimant three days subsequent to this injury (11/9/03) and on 11/12/03 and found this to be unrelated to compensation. He found causal relationship to the Police assault.

Dr. Anthony's report only contains a history of the Police assault and does not contain a history of the work accident even though he treated the claimant three days later.

The claimant lied about the Police assault when he testified. The claimant lied about his work activity when he testified.

You and I conferenced this case the other day. We discussed at length, the exhibits you wanted present to the Board. You did email most of them to me and the balance I am to remove from the file. I am to put together three copies of the exhibits. I will submit them to Board (Judge), claimant's counsel and the remaining copy will be for our use.

Please note, this case will continue past Monday since we do have further depositions set.

At one point, you were willing to settle this case for nuisance value but no more due to the fact that the claimant has caused us to incur extensive litigation costs due to his failure to admit his fraud and settle case.

ATTEMPTED 3/8/06 DEPOSITION OF DR. LERNER

On 3/8/06, we were fully prepared to go forward with the deposition of Dr. Lerner. We had reviewed you and the Board file. We drafted our questions for cross examination.

At the appointed time, the claimant's attorney, court reporter and I were on the conference line. Dr. Lerner failed to attend the conference for the deposition. We did wait fifteen minutes for him to enter the conference. He failed to do so. We did contact his office who stated that he was scheduled to arrive at 10:30 a.m. We waited until this time for the doctor, but again he failed to come on the conference. We called back his office and they stated that he might be another fifteen to twenty minutes, but they could not guarantee this. They also stated that he had patients waiting for him that he had to attend to prior to testifying.

At this point, we had to adjourn the deposition because thirty five minutes had already passed and we still had no guarantee that the doctor would be available in the next half hour to one hour.

We did place a lengthy statement on the record. We will now follow the Board's procedure which is to re-schedule the doctor for one final opportunity and subpoena him. If he does not appear for the next deposition, we will then ask the Judge to preclude him from testifying or to make an inference against the doctor. When we do summations, if the doctor does not testify, we will decide which request we are going make.

DIRECT TESTIMONY OF DR. DeMARCO

He is qualified as an orthopedic surgeon. He is Board certified and coded by the Workers' Compensation Board.

He first examined the claimant on 7/9/04.

He received a history of a slip and fall incident while working on 11/9/03. He diagnosed cervical and lumbar spine derangement and an injury to the shoulders.

He elicited his exam results. He went too quickly over the range of motion of the shoulders to note the degrees. He rattled it off. We will have to refer to the minutes.

He did find tenderness of the lumbar and cervical spines and decreased range of motion. He did not document the degrees of reduction.

He found a causally related partial disability.

His next examinations occurred on 8/13/04 and 10/5/04. His diagnosis continued to be the same as was level of disability he found, partial disability.

CROSS EXAMINATION OF DR. DeMARCO

~~The degree of partial disability he found was moderate to marked.~~

I then set the doctor up with a line of questioning to obtain the admissions we wanted as we did with the prior doctors who testified. I first established that an accurate history is important to have in order to render an opinion on causal relationship. If the history is not accurate or different, it could change his opinion on causal relationship. I then had the doctor state for the record that the only history he received was the one he testified to i.e. falling at work on 11/9/03. Furthermore, I had the doctor state that he did question the claimant about prior injuries and the claimant denied the same. This is a violation of Section 114-a and a.2.

I then informed the doctor that on the day before this alleged accident, 11/8/03, the claimant was beaten about the head, neck and body by Police Officers. The doctor agreed that he was never provided with this history and that this history is significantly different than the history provided to him by the claimant. In other words, it is a significantly different history from the point of view that there were two accidents, not one.

The doctor was straightforward and did not try to get around the obvious. He admitted that he would have to review the medical records of the doctor's who treated the claimant for the Police beating before he could give a definitive opinion on causal relationship. This is the admission we sought. We now have this doctor admitting that he cannot say what the claimant's injuries are due to and that he needs more information before he can render an opinion on causal relationship. So we have pretty much disregarded this doctor's opinion. It does not support any causally related diagnosis or disability.

Having obtained the admission we wanted, we discontinued our questioning. We did not want to provide the doctor a chance to rehabilitate his opinion. We did not want to give claimant's counsel a chance to do the same either. We did not want to make the mistake of asking too many questions.

RECOMMENDATIONS

This case is going rather well for us. We are building a strong case of fraud. We are systematically proving that the treating doctors were unaware of the prior assault and the work history and that they cannot testify on any related issues.

We will maintain your file for the March 20th hearing. Again, make sure your investigators are present.

POWER INSURANCE CO OF NY
Christos Manassis
Claim No. WC0301450TK
VCB No. 00439985
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We will submit your package as set forth herein.

Should you have any questions, please do not hesitate to call. As always, we thank you for your kind consideration of this firm.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

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TO: ST. PAUL-TRAVELERS-MELVILLE

ATTN: JANICE HAYES

Claim No.: 022-CBB-791047	Accident Date: 01/05/1992	Date of Report: 05/04/2006	WCB No.: 092155
Claimant: Matthew Ball	Employer: AMERICAN AIRLINES		
Hearing Date: 05/04/2006	Place: HEMPSTEAD, PT. 07	Judge: ANDERSON	
Claimant Present: NO	Represented By: DIVERS OF BRECHER, FISHMAN		

AWARD:

MODIFY PRIOR AWARDS:

07/01/01 to date at \$300.00 RE;
St. Paul Travelers to continue payments at \$300.00 RE,
attorney fee of \$11,400.00 payable to Brecher, Fishman et al.

DISPOSITION:

Claimant is classified with a permanent partial disability.
Heart bypass surgery is found unrelated.
St. Paul Travelers to reimburse the claimant \$1000.00 for
outstanding M&T.
C-8.1 is found in favor of the carrier for bills regarding
the claimant's bypass surgery.
No further action.

REMARKS:

This case is established for a myocardial infarction. The average weekly wage has been fixed at \$1,000.00. Section 15-8(d) has been established.

This matter has been heavily litigated on the issue of degree of disability and further causally related disability. Per your hearing directives, you have agreed for a stipulation with the claimant's counsel to

ST. PAUL TRAVELERS-MELVILLE

(Matthew Ball)

Claim No. 022-CBB-791047

WCB No. 09215930

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resolve this matter. The stipulation reflects a modification of awards from 07/01/01 to date at \$300.00 RE St. Paul Travelers to continue payments at \$300.00 RE. The claimant is classified with a permanent partial disability. All temporary rates are made permanent. The claimant's heart bypass surgery is not related. The C-8.1 for the heart bypass surgery is found in favor of the carrier. St. Paul Travelers is also directed to reimburse the claimant \$1,000.00 for outstanding M&T.

Claimant's counsel has been awarded an attorney fee of \$11,400.00. This matter has been marked no further action.

RECOMMENDATIONS: Please make sure the above-mentioned award is paid within 10 days of the filing of the Notice of Decision as to avoid a late penalty.

Should you have any questions, please do not hesitate to contact our office.

As we thank you for your kind consideration of this firm.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

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October 4, 2005

Workers' Compensation Board
20 Park Street
Albany, NY 12207
Attn: Office of Appeals

Re: Claimant: Dominic Orlando
Employer: CITY & SUBURBAN
WCB #00228409
D/A: 5/14/02
St. Paul Travelers File #: 022-CB-ASV3090T

Honorable Commissioners:

This firm appears on behalf of the employer, City & Suburban and the St. Paul Travelers Indemnity Company.

In a Reserved Decision duly filed on 9/6/05, the Law Judge makes the following findings: I find that the claimant has further causally related disability subsequent to 10/31/03 at a moderate degree of disability. My review of the video tapes did not reveal to me that the claimant was doing work activities inconsistent with his doctor's restrictions; although the video tape of claimant's activities show him carrying items, the weight of these items were a fraction of the weight of the newspapers he had to lift on a constant basis at his job. Under the Workers' Compensation Board Rules the video tapes and investigative reports made prior to the time the claimant was made aware of their existence cannot be used in this case; I find that a violation of Section 114 and Section 114-a of the Workers' Compensation Law has not been established; no further action is needed pending the claimant's production of information as to his reduced earnings claim; no treatment authorized. The employer and carrier object to these findings.

We will set forth herein errors of Fact and Law made by the Judge. We will also point out that the Judge fails to consider significant, compelling evidence that proves a conclusion contrary to that conclusion that the Judge reached. We will quote evidence that proves beyond a doubt that there is no causally related reduced earnings and that the claimant has committed a violation of Section 114 and 114-a

This case is established for an injury to the back. The injury occurred on 5/14/02. The average weekly wage is fixed in the amount of \$1,254.68.

At a hearing held on 9/15/03, the claimant was questioned under oath about work activity. On Page 2 of the minutes the claimant was asked "since May 14, 2002 to date, have you done any work for --any work activity?" The claimant responded "no. You mean like with the job with the Times? Do I go to work?" The claimant was then asked "either going to work or any self business?" The testimony then goes over to Page 3 of the minutes. The claimant replies "I have a landscaping company, yes." Question "Do you physically work?" Answer "No, I can't physically work. They know I have a landscaping company. I already told them that."

This testimony represents a false statement or representation as to a material fact.

Workers' Compensation Law Section 114-a states:

1. If for the purpose of obtaining compensation pursuant to Section 15 of this chapter, or for the purpose of influencing any determination regarding any such payment, a claimant knowingly makes a false statement or representation as to a material fact, such person shall be disqualified from receiving any compensation directly attributable to such false statement or representation. In addition, as determined by the Board, the claimant shall be subject to a disqualification or an additional penalty up to the foregoing amount directly attributable to the false statement or representation. Any penalty monies shall be paid into the state treasury.

Section 114-a is followed by Workers' Compensation Law Section 114-a.2, the language of which mirrors this language with reference to false statements made by someone other than the claimant with the claimant's knowledge.

In this case, the claimant has made a mis-statement of a material fact under oath and has also allowed his doctors to make a material misrepresentation of fact on his behalf.

The claimant testified on 9/15/03 that he was doing no work activity and this is not true. From July of 2000 to January '05 the following doctors on the claimant's behalf have been submitting reports to the employer, carrier and Workers' Compensation Board finding that the claimant has a total disability and is not working. Dr. Stiler, Bruno and Brogna. This is not true.

The claimant did work during the period July of '02 to January '05 and the claimant failed to inform his doctors of this. The claimant was physically active during this time frame. Despite this fact, his doctors continued to find a total disability. The claimant's activity contradicts a finding of total disability. The claimant never informed his doctors that he was performing physical work activity. He allowed his doctors unknowingly misrepresent his work status and physical ability.

~~The claimant filled out a Benefits Affidavit which he signed on 10/27/03. A copy of the same has been entered into the record and a copy of the same is attached hereto. The claimant's signature was notarized. In this Benefits Affidavit under Section 2, the following questions and answers were given.~~

Question: "Since you were injured, have you returned to work in any capacity?"

Answer : "No"

Question: "Did you return to work at the same employer where the injury occurred?"

Answer: "No"

The questionnaire clearly differentiates between returning to work for the employer and returning to work in any capacity. In response to both questions, the claimant denies returning to work in any capacity. At the time, the claimant's doctors were finding him totally disabled and not working. The Benefits Affidavit and medical reports were submitted to the carrier to obtain compensation benefits. This, again, is a misrepresentation of a material fact in order to obtain compensation benefits. This is a direct violation of Section 114 and 114-a.

The Judge does not mention the Benefits Affidavit in his Decision. This is an error of Fact and Law. The Judge should have considered the same and found a violation of Section 114 and 114-a.

The Judge finds that since the claimant was not informed of the investigation prior to testifying, the investigation and surveillance tapes cannot be used. This is an error of Law. The claimant was not informed of the investigation when he testified as to work activity at the hearings of 9/5/03 and 10/21/03. After testifying at the hearing of 10/31/03, the claimant was informed of the investigation. When the claimant testified subsequent to the hearing of 10/31/03, he was aware of the investigation. The Judge wrongfully finds that the investigation and video cannot be used. At most, the Judge should have stricken from the record the claimant's testimony from the 9/5/03 and 10/31/03 hearings. This would protect the claimant against making self incriminating statements without knowing there was an investigation. The claimant's testimony subsequent to learning of the investigation and surveillance must be kept in the record. The investigation and surveillance must also be kept in the record. Again, at most you would strike from the record the claimant's testimony at the 9/5/03 and 10/31/03 hearings.

As set forth herein, the Judge fails to take into account in his Decision, the work affidavit submitted by the claimant which states he has not returned to any work activity. The Judge also fails to take into account in his Decision that the treating doctors, all three of them, continued to find the claimant to have a total disability and noted that the claimant was not working when, indeed, the claimant was performing physical activity and was working.

On 7/24/03, the claimant was not observed. On 9/3/03 the video started at 7:52 a.m. The claimant again prepared the truck for a day's work. He was seen lifting heavy tools into the back of it. The claimant was seen with a briefcase. The claimant, again, drives the truck.

The claimant picked up a 5 gallon gas can with one arm to fuel a tool. The claimant does this effortlessly. The claimant carries 2 chain saws, one in each hand. The saws obviously weigh a good bit and the claimant exhibits no problem whatsoever carrying them.

The claimant was working with his crew at a private residence. The claimant removes a large bag of fertilizer from the truck. It appeared to be a 50 pound bag that was approximately half full. This activity proves that the claimant could do his job at City & Suburban. It was developed that his job at City & Suburban required him to lift bundles weighing 25 to 35 pounds. Contrary to what the Judge finds, the landscaping physical activity is possibly more physical than what the claimant did at City & Suburban. At City & Suburban the claimant would drive a truck and then throw 25 to 35 pound packs of papers off of it. Here, the job required much more lifting, bending and moving around.

The claimant is viewed removing a wheel barrel made of steel from the truck. He did this by lifting it. The claimant also removed a lawn mower from the back of the truck. The Judge does not take into account that the claimant lifted a steel wheel barrel. This obviously is heavier than a bundle of papers.

Testimony was discontinued on this date and adjourned to May 26th and June 9th.

On May 26th we picked up with the testimony of Mr. Leamey. The next date of surveillance was September 3rd. The claimant was viewed carrying a chain saw. The claimant picks up a branch approximately 4 feet length and tosses it into the back of his truck with ease. The claimant is viewed picking up a ladder from the bed of the truck and lifting it over his head. He then threw the ladder into the trailer.

The next day of surveillance was 9/10/03. The video started at 6:59 a.m. The claimant is seen preparing the truck for the day's work.

The claimant is again viewed lifting a wheel barrel. The claimant carries a chain saw and arranges items the back of the truck. The claimant lifts a weed whacker overhead. The claimant performs all this activity without any sign of pain or disability.

The claimant bent over into his car in order to obtain a briefcase. This showed agility and no restriction in range of motion. It also contradicts the claimant's testimony at the first hearings that he could not bend.

This date the claimant traveled to New Jersey, which is quite a distance. Thus, the claimant is capable of driving for long distances.

The next date of surveillance was 9/22/03. The video tape started at 7:54 a.m. The claimant, again, prepares his truck for the day's work. He removes tools including a spreader from the truck. He bends

down multiple times at the waist to pick up tomatoes. This, again, contradicts the claimant's testimony that he cannot bend. He is viewed bending over fully with ease.

The claimant lifts a blower into the trailer. He then drives the truck. He and his crew go to 5 or more locations.

~~The claimant carries full green garbage bags, two at a time. The claimant carries a full bag of seed. It~~ appears to be very heavy. The claimant carries a bag over his right shoulder for approximately 100 feet. also carried a chain saw.

On this date, at the first location, the claimant unloaded the entire truck by himself. He then was viewed cutting lawn, hedging bushes and using a blower to clean off sidewalks and patios.

The claimant lifted heavy tools overhead. He shows absolutely no signs of disability.

On this date, the claimant performs a Herculean task. The claimant bends over and grabs a 10' by 5' piece of plywood from the ground. He was fully bent over, he grabs the plywood and then lifts it over his head then tosses it into the back of his truck like it was a feather. The claimant showed amazing strength and flexibility. The claimant proved that he is in great shape and not disabled.

The claimant then is seen working on his knees for an extensive period of time cutting the plywood.

The claimant then lifts another piece of plywood from the ground over his head and again tosses it like he is tossing a feather. The claimant shows great strength.

The claimant then is viewed in a full squat for approximately a minute. This while he is working with a hammer.

The claimant is then seen buying shrubbery. He buys two plants and carries one in each hand, again like they are nothing. These plants are obviously fairly heavy.

The claimant was still working at 4 p.m. on this date. He is not only working a regular shift, he is working extended shifts in the landscaping business.

The next and last day of surveillance is 9/30/03. The video tape started at 7:30 a.m. The claimant did all the usual activities of his business.

As you can see, we have the claimant working over a 4 month period of time. This is not 1 day here or there, this is 4 months of heavy, consistent physical work.

On 6/9/04, the investigator, Mr. Leamey, testified on cross-examination.

Most of cross-exam was simply reiterating what was testified to on direct examination.

It did come out that the claimant's business, Green Thumb Landscaping, was formed on 2/11/02. This is a coincidence that this business was formed just prior to his May '02 accident. It appears that the claimant had the accident and going out of work in mind.

On 9/30/03 the investigator actually engaged the claimant in conversation as a potential customer. The claimant declared himself as the owner of the business. The claimant stated that he would redo entire landscapes. That he would do the design work himself. The claimant handed the investigator an invoice that listed that the company would perform the following services. This included clean-up April to December, lime, seed, fertilize, flower, labor, mulch, plant shrubs, plant sod, spraying soil and trees, trimming and winterizing.

Most of the time the claimant had at least 2 workers with him. He never viewed the claimant in any pain.

On 10/27/04, the claimant's doctor, Dr. Bruno, testified over the phone from Florida. He is a chiropractor. no longer practices in New York. He first examined the claimant on 5/15/02. He last examined the claimant on 9/17/03.

He testified to a partial disability. This contradicts his reports. His reports for almost a year list the claimant as having a total disability. This proves that this doctor is not credible. That this doctor was trying to tailor his testimony to the video tapes which he was aware of and viewed.

He tried to testify that the tapes show that the claimant did only supervisory work. This testimony is not credible. The claimant was physically active in the business.

After viewing the tapes, the doctor stated that they did not change his opinion on disability but he stated he felt the claimant had a minor to moderate disability.

The finding of a minor disability contradicts the Judge's finding of a moderate disability. This doctor did not find a straight moderate disability.

On cross-examination, the doctor stated that on days when the claimant feels better he would lean toward a minor disability. The tapes show that the claimant is better most of the time so this supports a minor disability at most.

The doctor admitted that he saw extensive physical activity on the video tapes. The doctor admitted that claimant could do this work.

The doctor agreed that the claimant showed no evidence of pain, disability or distress while performing physical activity on the tapes.

The doctor even went as far as to admit that the claimant did all this activity as a normal person would.

The doctor cannot equate the claimant's two jobs.

The doctor admits that the claimant performed physical activity beyond light duty.

Most important, the claimant never made him aware of the fact that he was working in a landscaping business during the course of his treatment. This is a direct intention to mislead his own doctor and commit fraud.

The doctor put a total disability in his reports and that the claimant was not working while the claimant was performing heavy physical work in his landscaping business. This shows that the claimant intentionally misled his doctor into believing something that was not true so that the doctor would make an unintentional misrepresentation of material facts to the Board and carrier.

The doctor admitted that his C-4's from May of 2002 to July of 2002 he checked that the claimant had a total disability. In fact, he admitted that he checked that the claimant had a total disability in all of his C-4's. He admits that he never checked off a partial disability, even though he testified to a partial disability.

The doctor had to admit that the C-4's are inaccurate. The doctor admitted that his opinion on disability relies on an accurate work history. He admits that he did not have an accurate work history. That this could throw off his opinion on disability.

Dr. Bruno's testimony was cut off and continued on 1/26/05 but in the meantime we did take the testimony of Dr. Stiller on 10/29/04.

He testified that the claimant had a total disability. That he would not allow the claimant to return to work at any capacity. This doctor's opinion and testimony are not credible. One only needs to view the video tape to see this. This doctor is obviously not familiar with the Medical Guidelines. When you compare the claimant's activity to the Medical Guidelines one would equate it with a finding of no disability. Certainly, one would not equate it with a finding of total disability. Total disability would mean one could not do a simple task, like getting on an examination table. The claimant was able to do heavy lifting, frequent bending and other heavy work with no signs of distress or disability.

He was never informed that the claimant was working in his landscaping business. This is another violation of Section 114 and 114-a.

The doctor then had the temerity to state that even if he knew the claimant was doing heavy physical labor in his landscaping business he would still find a total disability. This testimony established that this doctor has absolutely no credibility. That his opinion is not in line with reality. The reality is, the claimant is working and doing physical activity. One cannot have a total disability with the ability to perform such activity.

The doctor admits that to arrive at his opinion on disability, he does rely on the truth and veracity of statements made to him by the patient. Despite this fact, even if the patient lies to him, it does not change his opinion on disability because his opinion on disability is based on the examination. Again, this doctor proved that he is not testifying in the realm of reality. He has no credibility.

This doctor reported no atrophy. The claimant's reflexes were normal. The claimant's sensation and muscle strength was normal. All of these normal findings would seem to indicate no nerve root involvement and no disability. The doctor's own findings were normal. This with the exception of subjective testing for range of motion. The objective testing was normal.

So the doctor states that he relies on his exam to comment on disability and then he then states that his objective exam is normal. Despite this, he concludes a total disability. Over and over, this doctor's statements prove he is just not credible.

Certainly, this doctor's testimony is not in line with the Medical Guidelines.

The claimant testified further on 10/4/04. Most importantly at this time the claimant was well aware of the surveillance. He had been informed of it. So this testimony has to be accepted.

The claimant requested an opportunity to produce a rebuttal witness for the 10/4/04 hearing. No witness was produced. This should weigh against the claimant.

The claimant confirmed that his hours for City & Suburban were 1 a.m. to 9 or 10 a.m. This proves our point that the claimant could not do both jobs at the same time. As the surveillance revealed, the claimant typically started working at around 7 a.m. to 7:30 a.m. This provides a motive for the fraud. The claimant wanted to collect compensation benefits while promoting and developing his landscaping business.

The claimant delivered bundles of newspapers for City & Suburban. He could not state how much the bundles weighed. Their weight did vary.

The Judge found that the lifting at City & Suburban was more than in the landscaping business. There is foundation for such a finding. Again, the claimant could not establish how heavy the bundles were. Our witness testified that they weighed at most 35 pounds. While no one was able to state specifically what the claimant lifted in the surveillance tape weighed, some of the items obviously weighed more than 35 pounds. So the evidence in the record contradicts the finding of the Judge that the lifting at City & Suburban was more than in the landscaping business.

The claimant openly admitted that it was his desire to start his own business. This is an additional motive for fraudulently staying out of work while promoting and developing his personal business.

The claimant testified that he could not do heavy work in the landscaping business after the accident. The investigator's testimony and the surveillance videos totally disprove this. The claimant did all of the facets his landscaping business without hesitation.

The video tape evidenced the claimant doing extensive physical work. There was no physical work that was seen on the video tape that the claimant did not perform. The claimant participated physically in the landscaping business in addition to supervising other workers.

The claimant admitted receiving a work affidavit from the carrier. He admitted filling out the affidavit and lying about not working. He admitted that he was, indeed, working in his landscaping business while he stated to the carrier in this affidavit that he was not working.

The claimant tried to explain his testimony at the 9/5/03 hearing. He stated that he testified that he was only doing light work. This is not the case. He testified that he was doing no work. That he was simply supervising. The claimant has now contradicted himself.

The contradiction in testimony shows that the claimant is not credible.

We did, again, question the claimant about the work affidavit he filled out. He agreed he checked off "no" to the question asking if he returned to work in any capacity and to the question has he returned to work for employer. These two questions differentiate between returning to work for the employer and any work. The claimant tried to testify that he thought returning to work meant only with the same employer. Clearly, the two questions evidenced that the claimant was asked whether he returned to work for the employer or work in any capacity. The claimant clearly tried to mislead the employer that he was working. This is fraud.

The claimant in Section 2, question 6 of the work affidavit also set forth that he was not looking for work within his restrictions. This contradicts his testimony that he was looking for light duty work at City & Suburban. When you add up all of the contradictions, it again proves that the claimant is not credible.

The claimant testified that he could not do the heavier jobs after the accident. In response to this we asked the claimant about his letterhead. The claimant admitted that he did not remove any services from the letterhead after the accident. In other words, the claimant's letterhead for his landscaping business listed all of the services his business performs. The list of services is the same before and after the accident. This contradicts the claimant's testimony that he stopped performing some heavy work.

The claimant admitted that he never told any of his treating doctors that he was working in the landscaping business. This, again, is an attempt to mislead his doctors so that they would continue to find him to have total disability.

This was also an obvious attempt to keep his work activity secret.

This applies to Dr. Bruno before the claimant was released to return to light work. When Dr. Bruno was finding a total disability, the claimant was working and the doctor did not know about it. Clearly, the work activity the claimant performed would have changed the doctor's opinion on the claimant's ability to work and level of disability.

He never informed Dr. Bruno that he was working until September 2003. By this time he had been working for more than a year.

The claimant admits that he misled our IME, Dr. Dolci, about his work activity. He admits that he told Dr. Dolci he was not working. This is another misrepresentation of a material fact.

The claimant admitted that he never told his employer, City & Suburban, that he was working in his landscaping business while he was out of work and claiming compensation payments.

The following testimony alone is enough to find the claimant guilty of fraud and a violation of Section 114 and 114-a of the Workers' Compensation Law. The claimant admitted that some of his landscaping accounts paid him in cash. The claimant openly admitted that he did not deposit the cash in the bank. As the claimant put it, you would have to be an idiot to do so. The claimant admitted that he pocketed the cash. The claimant admitted that he did not declare the cash he made in either his Federal Income Tax return or his State Income Tax return. I believe it is a felony not to declare earnings in your tax returns. So we have the claimant openly admitting on the record that he has committed multiple felonies but despite this fact, the Judge finds the claimant credible. The fact that the claimant has done this should have convinced the Judge that the claimant is not credible. Furthermore, that this is strong proof that the claimant has no problem breaking the Law and did violate Section 114 and 114-a in this case.

The claimant testified that he worked at least 3 to 4 days per week, 6 to 8 hours per day in the Spring of 2004. When the claimant worked 4 days per week, he could not work at City & Suburban.

The claimant admitted that he did not keep any books and records. He cannot prove his income from the landscaping business.

The claimant continued testifying on 1/26/05. On this date, he again was well aware of the surveillance since he had been informed of the same.

The claimant agreed that he continues to work in his landscaping business. In addition, he does some painting work. He does painting work for pay. So the claimant is back to working 2 jobs.

The claimant, again, admitted that he does not record his actual earnings. He has no way to state what actually makes. He has no record of the hours he works.

The Judge did direct that this case be restored to the calendar for the claimant to produce reduced earnings. We would ask that the Board find the claimant cannot do the same. This because he does not record his

earnings. We would ask the Board to find that there is no entitlement to compensation because the claimant cannot prove reduced earnings.

The claimant openly admitted that he never told his doctors or attorney that he was working.

The claimant admitted that since the accident his business has grown. He states that he has hired help. ~~has obtained more customers. We draw your attention to the fact that the claimant testified that he wanted to start his own business.~~ He has now done so. His business has grown 40% larger. This, again, appears as a motive for staying out on compensation while growing his business. He did not want the employer to know he was doing this.

The claimant's testimony on what he makes from the landscaping business is also not credible. He states that even though his business has grown 40% and he has 2 workers, he would have you believe he only makes \$300 per week. This is an insult to our intelligence. How can the claimant state he only makes \$300 per week when he openly admits he does not declare the cash he makes and has no record of his earnings? The truth of the matter is that the claimant does not record his earnings and cannot prove the same. The truth of the matter is also that a business such as his that has grown so much must yield him more than \$300 per week.

Employment per se does not raise the issue of fraud. It is lying about employment that triggers the statute. Employment may implicate an actual reduced earnings claim. However, that is only if the claimant has been truthful about a return to employment. Once the claimant has lied about their work activity, Workers' Compensation Law Section 114-a is implicated. The issue is no longer work activity but fraud. That is the issue in this case. The claimant lied to the employer, his doctors, the IME, the carrier and the Board about not returning to work. This is a clear cut case of fraud. The Board should find that the claimant violated Section 114-a and is not entitled to any benefits. In fact, the evidence of a violation of Section 114-a is so strong in this case that it calls into question the whole case and accident. The Board should rescind ANC and disallow the whole claim.

In the case of Machado vs Pleasantville Ford, 1 N.Y.3d 258(2003), the claimant was video taped working as a taxi driver. He had previously denied doing any work since his accident. The Judge found no violation of WCL Section 114-a. He made no awards for the period while the claimant was working and alluded to the possibility of a reduced earning award for the period in question. The Board reversed and both the Appellate Division and Court of Appeals affirmed.

In Johnson vs New York State Department of Transportation, 305 A.D.2d 927(3rd Dept.2003), the claimant testified that he had not worked and had no self employment income. Although the Judge found no WCL Section 114-a violation, the Board reversed and the Appellate Division affirmed. Again, this establishes that lying about work constitutes a violation of Section 114-a.

In Phelps vs Phelps, 277 A.D.2d 736 (3rd Dept.2000), the claimant was seen on videotape engaged in sustained physical activity while working for his son's landscaping business. The claimant maintained that

he was not working. Rather, he "occasionally" helped his son out by delivering a piece of equipment or a tool. The Board found a WCL Section 114-a violation. However, the Board's Decision did not rely upon a finding of actual employment. Instead, the Board relied upon the videotape which showed substantial physical activity which undermined his claim of disability. Specifically, he was seen trimming trees, raking, carrying a ladder, carrying logs, using chain saws and blowers.

The facts of Phelps are almost identical to the case at bar. The claimant let his doctors represent that he was totally disabled while he worked in his landscaping business doing all the activity that the claimant did in Phelps. As the Court in Phelps found a violation of Section 114-a, the Board in this case should find the same.

In Bowes vs Gulinello's Town & Country, 3 A.D.3rd 805 (3rd Dept.2004), the claimant was videotaped performing work related physical activity on the premises of an auto leasing business that were incompatible with his representation of physical disability. As in Phelps vs Phelps, the Board made no specific finding that the claimant was actually employed. Instead, the Board (and subsequently the Court) determined that the level of activity displayed on the videotape was incompatible with the claimant's statements to the carrier's independent medical examiner that he was unable to work due to his work related injuries.

The claimant made the same statements to our independent medical examiner as the claimant in Bowes did. Thus, the Courts established that this activity is a violation of Section 114-a. The Board should make the same finding.

WCL Section 114-a makes reference not only to false statements but to false representations. According to the courts, there are cases in which a false statement is not required. Rather, there are cases where the Court has found an affirmative duty to disclose work activity. In Figuera vs New York City Department of Environmental Protection, 755 N.Y.S.2d 344 (3rd Dept.2003), the claimant had been employed as a construction laborer for the City of New York. In 1997, he was classified with a permanent partial disability as the result of two work related accidents. Approximately a year later, his former colleagues saw a photograph of the claimant in the Daily News which appeared to show the claimant working as a security officer at Shea Stadium. An investigation was conducted which confirmed the claimant's work activity and the City raised WCL Section 114-a.

In finding a violation of Section 114-a, the Court did not rely upon a false statement made by the claimant. Rather, the Court found that the claimant had "never affirmatively disclosed" his employment to either the Law Judge or any of the other parties during the course of lengthy litigation in the case. This finding relies upon a sin of omission rather than a sin of commission. Significantly, it means that the claimant's failure to disclose material information will be deemed a false statement of a material fact for which the penalties of WCL Section 114-a will be triggered.

Similarly in Michaels vs Towne Ford, 9 A.D.3rd 733 (3rd Dept.2004), the Board (and subsequently the Court) found that the claimant's false representation as to his physical capabilities at the time of his examination would be deemed a violation of WCL Section 114-a. Here, the claimant was extremely uncooperative and

IME exam, stating that he could not move his neck, could barely walk, had a slow gait, etc. After leaving doctor's office, he was seen walking unimpeded and turning his neck to pull out of a parking spot. Although the Judge found no WCL Section 114-a violation, the Board reversed and the Appellate Division affirmed. The Court's Decision relied upon the apparent misrepresentation of physical capabilities to the employer's IME.

~~In the case at bar, the claimant told our IME, as set forth herein, that he was not working. This is a misrepresentation of a material fact. This is a misrepresentation of his physical abilities at the time of the exam. This is a violation of Section 114-a.~~

In summary, the claimant's activity in this case constitutes a violation of Section 114 and 114-a of the Workers' Compensation Law. We would ask the Board to rescind the Judge's Decision and find such a violation. We would ask the Board to find that the claimant is not entitled to compensation benefits and to disallow the whole claim including rescinding ANCR. We would also ask the Board to find that the claimant cannot possibly prove reduced earnings due to the fact that he admitted that he does not keep a record of his income and does not declare his income to the Federal Government and State Government.

We do request oral argument in this case. Due to the nature of the issues, we believe this is warranted.

Respectfully submitted,
VECCHIONE, VECCHIONE & CONNORS, LLP
BY:

MICHAEL F. VECCHIONE
MFV/cs

Enclosure

Cc: Katz & Stanton, Esqs.
Cc: NYS WCB Office of Appeals by FAX at 607-721-8217

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February 21, 2002

Workers' Compensation Board
175 Fulton Avenue, 7th Floor
Hempstead, New York 11550
Attn: Judge Anderson

Re: Claimant: Yvonne Blount
Employer: County of Nassau
WCB #: 20004190
D/A: 1/6/00
County File #: 00NC36207

WRITTEN SUMMATIONS

Honorable Judge Anderson:

For background purposes, this is a controverted case involving an Afro-American child protective case worker who was allegedly assaulted by a Caucasian Court Officer upon entering a courtroom. It is the claimant's contention that the Court Officer, Officer Pete Swiderski, grabbed her by the arm and threw her into a door. The claimant is alleging a psychiatric injury. She is also alleging an injury to the right arm and an aggravation of hypertension. The self-insured is maintaining basic issues against the claim, including ANCR.

At the time of the alleged incident, the claimant was with 2 Caucasian co-workers, a Mr. John Phalen (a county attorney) and a Ms. Sylvia Diamond (a co-worker). Neither of these 2 individuals were approached by Officer Swiderski on the date in question. The claimant was apparently under the mistaken notion that she was being singled out because of her race and responded by fabricating an elaborate, though completely unsubstantiated story of an assault. In reality, Officer Swiderski was doing no more than performing his normal job duties, which include courtroom security. Inasmuch as he was unfamiliar with the claimant, he properly approached her and requested that she identify herself. Inasmuch as Officer

Swiderski was familiar with both Mr. Phalen and Ms. Diamond, there was no need for him to approach either of them. It is the County's contention that Officer Swiderski in no way physically assaulted the claimant. The County's further contention that the claimant's misconstruing of Officer Swiderski's intent does not amount to an accident within the meaning of the law.

The claim has been extensively litigated. The claimant testified at a hearing held on 1/5/01. Mr. Phalen testified at a hearing held on 3/7/01. The claimant's supervisor, Ms. McKenna, testified at a hearing held 3/8/01. Ms. Diamond and Officer Swiderski testified at a hearing held on 5/17/01. The County's orthopedic Dr. Meyer, was deposed on 8/9/01. The County's psychiatric consultant, Dr. Miskin, was deposed on 8/16/01. The claimant's psychologist, Dr. Lassiter, was deposed on 9/7/01. Based upon the record as developed, the County's contention that the claim is not compensable.

It should be noted that the doctor who treated the claimant's alleged physical injuries, Dr. Groh, has refused to make herself available for a deposition and has made it clear that she would not be willing to testify or claim. As such, the County would request that her testimony be precluded and her reports disregarded.

At the hearing of 1/5/01, the claimant testified to the effect that while entering a Courtroom on 1/6/00, she was grabbed by Officer Swiderski and thrown into a door. The claimant intimated that Officer Swiderski proceeded to threaten her by exhibiting his holstered gun. The claimant alleged that a shouting match ensued. The claimant alleged that at the time of the incident, Ms. Diamond was approximately 3 feet away and facing her. The claimant alleged that the Judge was present, and that he intervened by repeatedly striking his gavel. The claimant alleged that she reported the incident on the same day to her supervisor Ms. McKenna.

The claimant indicated that she never returned to work following the incident. She alleged that her emotional state has rendered her incapable of working. She remains under the care of Dr. Lassiter. She attributed her disturbed emotional state to the alleged assault.

Although it is the claimant's contention that she was "attacked" and "assaulted", she never filed criminal charges. She never even filed a Police Report. She has not commenced any Civil suit.

Although the claimant alleged that she sustained physical injuries at the time of the "attack", she did not go to the hospital. In fact, she waited several days before going to a doctor.

Mr. Phalen testified that he was present on the date in question. He did not witness any assault. He did not see Officer Swiderski throw the claimant into a door. He acknowledged that he was not facing the claimant at the time of the event. He pointed out, however, that the room is relatively small, and he certainly would have known if the claimant was, in fact, thrown into a door. Mr. Phalen additionally denied that the Judge got involved by repeatedly striking his gavel.

Similarly, Ms. Diamond stated that she did not see Officer Swiderski act in a physically abusive manner towards the claimant. She acknowledged that there was a verbal exchange, and that the claimant was

rather upset. She stated, however, that she did not witness any assault. Ms. Diamond's testimony directly contradicts the allegations made by the claimant; for as previously indicated, the claimant alleged that Ms. Diamond was facing her at the time of the "attack" and that she was merely 3 feet away. Given the foregoing, assuming that there was an assault, Ms. Diamond certainly would have seen the same. The fact that she did not, demonstrates that there was no assault.

Ms. McKenna indicated that she spoke to the claimant on the day of the event. She stated that the claimant made no mention whatsoever of any assault. Rather, she simply indicated that she was "upset" because she felt that she was stopped because she was black. Ms. McKenna specifically made inquiry as to whether Officer Swiderski in any way physically harmed her. According to Ms. McKenna, the claimant responded in the negative. She reported no more than "hurt feelings".

Ms. McKenna was questioned as to just why Officer Swiderski would stop the claimant, and not either Mr. Phalen or Ms. Diamond. The witness indicated that Mr. Phalen and Ms. Diamond are frequently in Court, in fact, the officer was, in all likelihood, familiar with them. She noted that the claimant, on the other hand, was not in Court frequently, and that Officer Swiderski was probably unfamiliar with her. Ms. McKenna highlighted the fact that the claimant was not wearing her identification (as is required) at the time of the incident.

Officer Swiderski was questioned at length with respect to the incident in question at the hearing of 5/17/00. Officer Swiderski's testimony was both credible and competent. When questioned as to whether he in any way laid his hands upon the claimant on the date in question, he responded unequivocally in the negative. Rather, he simply approached her in Court and requested that she identify herself. He pointed out that she was not wearing any identification, and that he did not know who she was. He noted that his duties as a Court officer necessitated that he approach the claimant.

When questioned as to why he did not approach either Mr. Phelan or Ms. Diamond, the witness stated that he already knew who they were. He had a discussion with them prior to their entering the Court room.

Officer Swiderski indicated that he did not use any profanity with the claimant. He did not use any racial slurs. He simply requested that she identify herself. The record reveals that the claimant responded by calling Officer Swiderski a "red necked" and a "cracker". The witness indicated that no criminal charges have been brought against him. He has not been sued. No grievances have been filed. He has not been reprimanded.

Dr. Lassiter testified to the effect that the claimant was suffering from a variety of psychiatric problems, including a post traumatic stress disorder, depression, anxiety and flashbacks. The doctor attributed the claimant's psychiatric condition and symptomatology to the alleged assault. On cross-examination, he acknowledged that he was relying upon the history provided by the claimant, and that if the history was different or false, his opinion would be subject to change.

Curiously, when pressed on the issue of causality, the doctor indicated that he was not concerned with "the truth" whether or not the claimant fabricated her story was of little relevance to him. The doctor's lack of concern for the "truth" can be characterized as nothing less than troubling.

Dr. Miskin conceded that the claimant was suffering from a depressive disorder, and that she was moderately partially disabled from a psychiatric standpoint. The doctor attributed the disability and the condition to the alleged assault. The doctor noted, however, that his opinion was based upon the history provided by the claimant, and that if there was, in fact, no assault, his opinion would be subject to change. In essence, the doctor stated that if there was no assault, there was no causally related condition.

Dr. Meyer testified that he conducted an orthopedic examination on 1/3/01. He received a history of a work-related assault. The doctor indicated that the results of his orthopedic evaluation were within normal limits. The doctor diagnosed the claimant status post cervical and lumbar strains and status post bruise of right shoulder. The diagnoses were predicated solely upon the history provided by the claimant. There were no clinical findings to substantiate the diagnoses. Again, the diagnoses and opinion on causal relationship were predicated upon the history provided by the claimant.

It cannot be doubted that the claimant is a psychiatrically disturbed person. The question is one of compensability. For the claim to be deemed compensable, the claimant must demonstrate one of the following:

- 1) That she was assaulted by Officer Swiderski on 1/6/2000; or
- 2) That her misconstruing of Officer Swiderski's intent amounts to an accident within the meaning of law.

There is no credible evidence that the claimant was assaulted. No fewer than 4 lay witnesses have testified against her allegations. Further, she has not pursued either criminal charges or a Civil suit against Officer Swiderski. In fact, there is no evidence that Officer Swiderski was in any way reprimanded. In light of the foregoing and given the fact that there is no medical evidence documenting contemporaneous treatment, the sole conclusion that can be reached is that the claimant's history of accident amounts to no more than a fabrication.

Additionally, there is certainly no basis for claiming that the claimant's misconstruing of Officer Swiderski's intent amounts to an accident within the meaning of the law. In this regard, the self-insured would stress that there is no evidence whatsoever of any malice or impropriety on Officer Swiderski's part. As previously indicated, no charges have been levied against the officer. No suits have been brought against the officer. No grievances have been brought against the officer. No reprimands have been issued.

Further, the claimant's counsel has not produced a shred of evidence in support of the proposition that the officer was motivated by racial concerns. There is no evidence that the officer used profanity. There is no evidence that he uttered any racial slurs, (the only one who uttered racial slurs was the claimant). The credible evidence demonstrates that Officer Swiderski was, quite simply, performing his normal job duties.

maintaining Court room security. He approached an individual in a secured area and requested that she identify herself. Certainly, this cannot be deemed tantamount to an accident within the meaning of the law.

In conclusion, it is the self-insured's contention that there was no accident within the meaning of the law. such, the case should be disallowed accordingly.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS, LLP

By:

STEVEN F. CONNORS
SFC/cs

EXHIBIT C

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May 22, 2006

Peter Reinharz, Managing Attorney
Nassau County Attorney's Office
One West Street
Mineola, New York 11501

Re: Response to Request for Proposal RFP No. AT0426-0630 Cost Proposal

COST PROPOSAL

Contract Year 1

Vecchione, Vecchione & Connors, LLP does hereby propose, for the first year of the contract, a flat fee of \$172,500.00 (\$14,375.00 per month). The flat fee will cover all services in the proposal, with no extra charges.

Contract Year 2

Vecchione, Vecchione & Connors, LLP does hereby propose, for the second year of the contract, a flat fee of \$172,500.00 (\$14,375.00 per month). The fee will cover all services in the proposal, with no extra charges.

Contract Year 3

Vecchione, Vecchione & Connors, LLP does hereby propose, for the third year of the contract, a flat fee of \$177,500.00 (\$14,791.66 per month). The fee will cover all services in the proposal, with no extra charges.

Peter Reinharz, Managing Attorney
May 22, 2006
Page - 2 -

Contract Option Year 1

Vecchione, Vecchione & Connors, LLP does hereby propose, for the first option year of the contract, a flat fee of \$177,500.00 (\$14,791.66 per month). The flat fee will cover all services in the proposal, with no extra charges.

Contract Option Year 2

Vecchione, Vecchione & Connors, LLP does hereby propose, for the second option year of the contract, a flat fee of \$180,000.00 (\$15,000.00 per month). The flat fee will cover all services in the proposal, with no extra charges.

COMMENTS

The flat fee cost proposal will provide Nassau County with cost certainty. It allows the County to calculate exactly what their legal costs will be as opposed to a lower base fee with extra charges for depositions, pre-trials and Appellate Division work, which when added to the base fee could greatly exceed the flat fee provided in this cost proposal.

Respectfully submitted,

VECCHIONE, VECCHIONE & CONNORS LLP

Michael F. Vecchione

By: Michael F. Vecchione, Esq.
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MFV:dr

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

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

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

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of

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

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

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

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

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

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

Subcontractor.

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

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

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

- i. 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.
- ii. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation.
- iii. 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 the County Contractor. The work shall include, but not be limited to, labor, materials and/or supplies, and professional services necessary for a County Contractor to fulfill the obligations of a County Contract.

APPENDIX U

LOCAL LAW NO. 19 – 2003

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

BE IT ENACTED by the Nassau County Legislature as follows:

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

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

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

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

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

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

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

§2. Definitions.

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

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

- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.
- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.

- Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

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

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.

B.) This law shall not apply to an activity performed or to an expense incurred in connection with any of the following:

- 1.) addressing a grievance or negotiating or administering a collective bargaining agreement;
- ~~2.) allowing a labor organization or its representative's access to the employer's~~ facility or property;
- 3.) performing an activity required by Federal or State law or by a collective bargaining agreement; and
- 4.) negotiating, entering into or carrying out a voluntary recognition agreement with a labor organization.

§ 6. Implementation.

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

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

- e.) that such contractor has and will adopt any or all of the above-referenced procedures, or their functional equivalent, to ensure the efficient, timely and quality provision of goods and services to the County. The contractor shall include a list of said procedures in such certification.
- 3.) Ensure that every County contract for the provision of services, when such services will be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.
- 4.) Ensure that every County contract for the provision of human services, when such services are not to be performed on County property, include as a condition of award, grant receipt or reimbursement, as the case may be, a requirement that such County contractor adopt, at the least, a neutrality agreement.

§ 7. Penalties.

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

§8. Enforcement.

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

§ 9. Rules and Regulations.

The Department of Labor shall promulgate such rules and regulations as it deems necessary and appropriate for the implementation and enforcement of any provision of this law.

§ 10. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this law or the application thereof to any person, individual, corporation, firm, partnership, entity, or circumstance shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional, such order or judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this law or in its application to the person, individual, corporation, firm, partnership, entity or circumstance directly involved in the controversy in which such order or judgment shall be rendered.

§ 11. Effective Date.

This law shall take effect on the later of March 1, 2004 or upon the filing with the Office of the Secretary of State.



Contract Details

1. 11/1/07 11/1/07

NIFS Entry Date

Term from 11/1/07 to 11/1/07

New to Renewal ☐
Amendment ☐
Time Extension ☐
Add Funds ☐

- 1) Mandated Program
- 2) Comptroller Approval Form Attached
- 3) CSLA Agent § 82 Compliance Attached
- 4) Vendor Ownership & Mgmt Disclosure Attached
- 5) Insurance Required

Agency Information

Vendor

Vechione's Restaurant & Catering, Inc.
209 Hillside Ave
Walton Park, NY 11596-2399

Vendor ID#
113242561 01

Contact Person
Michael Vechione
Phone 741-7575

County Department

Department Contact
Peter Reinhard

Address

1 West Street

Phone

1-304

Routing Slip

LOOSE ADVISEMENT

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Applied	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appl (Dept Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>		<i>M. Vechione</i>	
5/7/07	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	5/23/07	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
5/23/07	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	5/23/07	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>			
	Legislative Affairs	File Original Contract to CA <input checked="" type="checkbox"/>			
	County Attorney	NIFS Approval <input checked="" type="checkbox"/>			
	County Executive	Filed with Clerk of the Leg <input checked="" type="checkbox"/>	5/29/07	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>			



Contract Summary

Description: Funding for balance of 2007 (July-December) under three year contract.

Purpose:

Contract Provisions:--3 year contract, commenced July 1, 2006. Under contract, vendor is paid \$14,375 month.

Impact on Funding / Price Analysis: \$86,250.00 to fund for July through December 2007.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE502	\$86,250.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$86,250.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

MIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted and filed.		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		E #:	



Contract Details

LEAD 1 Legal Counsel

CHS ID# 07A193000001

CHS Entry Date Jan 14 2008 Term from 7/1/06 to 6/30/09

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Add Funds	<input type="checkbox"/>

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

Insurance
in place

Agency Information

Vendor	
Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department
Department Contact Joseph Vecchione M. Feinman
Address 1 West Street
Phone 1-800-2

Routing Slip LOOSE ADVISEMENT

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE
	Department	NIFS Entry (Dept) NIFS Approval (Dept Head) Contractor Registered <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> 1/17/08	M. A. Feinman
1/14/08	OMB	NIFS Approval (Contractor Registered) <input checked="" type="checkbox"/>	1/16/08	[Signature]
1/23/08	Vertical DCE	NIFS Approval <input type="checkbox"/>	1/25/08	M. Gottlieb
2/7/08	COUNTY ATTORNEY	INSURANCE <input checked="" type="checkbox"/>	2/7/08	[Signature]
1/1	County Comptroller	NIFS Approval <input type="checkbox"/>		[Signature]
	Clerk of Leg.	Filed with Clerk <input type="checkbox"/>		



Contract Summary

Description: Funding for 2008 (Jan-December) under three year contract.

Purpose:

Representing County for legal proceedings mandated by N.Y.S. Workers' Compensation Board.

Contract Provisions: 3 year contract, commenced July 1, 2006.

Impact on Funding / Price Analysis: \$175,000.00 for January through December 2008. (\$86,250 for Jan-June 2008, \$88,750 for July-Dec. 2008).

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100 DE502	\$175,000
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$175,000

APPROVED:

INSURANCE SECTION

Document Prepared By:

Date:

NIPS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accessioned into NIPS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name: <i>W. G. G. G.</i>	
Name: <i>B.N.</i>		Name: <i>CAAT08000001</i>		Date: <i>4/20/08</i>	
Date: <i>3/27/08</i>		Date: <i>[Signature]</i>		(For Office Use Only)	
				E #:	

Page 2 of 2

THIS AGREEMENT dated August 2006, the "Agreement" between the County of New York, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, located at One West Street, Mineola, New York 11501 (the "County Attorney"), and Veechnone Veechnone & Connors LLP, a limited liability partnership with offices at 201 Hillside Avenue, Williston Park, New York 11596-2999 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

WHEREAS, Counsel desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve-month period, commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

- a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");
- b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;
- c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;
- d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

Form C-250

- e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.
- f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

K year 1 -
7/1/06 - 6/30/07 (A) Contract Years One and Two: Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars (\$172,500.00) per Contract Year, up to a maximum amount ("Maximum Amount") of Three Hundred Forty-five Thousand Dollars (\$345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year. $14,375.00 / month$

< year 2 -
7/1/07 - 6/30/08 (B) Contract Year Three: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments. $14,791.67 / month$ 16 July 1, 200

K year 3
7/1/08 - 6/30/09 (C) Contract Renewal Option Year One: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

1/1/08 - 6/30/08 = 86,250
7/1/08 - 12/31/08 = 88,750

For 2008 175,000 (D) Contract Renewal Option Year Two: Counsel shall be paid One Hundred Eighty Thousand Dollars (\$180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

For 2009 - 177,500

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers: Voucher Review, Approval and Audit. Payments 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 specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel 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 by the tenth (10th) of the month.

50 21 02 S 1800 8002



Contract Details

SERVICE Legal Counsel

NIFS ID # CAAT09000003
option to extend

NIFS Entry Date Jan. 12, 2009 Term from 7/1/06 to 6/30/09 plus
(Fee 1/1/09-12/31/09)

New X Renewal <input type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>

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

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department
Department Contact Meredith A. Feinman
Address 1 West Street
Phone 1-3012

Routing Slip LOOSE ADVISEMENT

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered		M. A. Feinman
	OMB	NIFS Approval (Contractor Registered)	2/19/09	Michael Feinman
2/19/09	County Attorney Vertical DCE	Insurance NIFS Approval	2/19/09	G. Vento
	County Comptroller	NIFS Approval		C. Falah
	Clerk of Leg.	Filed with Clerk		

2/23/09 M. Gottlieb

Contract ID#: COA106000031Department: AT

Contract Summary

Description:	Funding for 2009 (Jan-December) under three year contract with option to renew.
Purpose:	To represent County in legal proceedings mandated by NYS Workers' Compensation Board
Contract Provisions:	-3 year contract, commenced July 1, 2006.
Impact on Funding / Price Analysis:	\$177,500.00 for January through December 2009.
Change in Contract from Prior Procurement:	
Recommendation:	(approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
(1)	AT GEN 1100 DE502	\$177,500.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$177,500.0

APPROVED: *J. Amato* 2/19/09

INSURANCE SECTION

Document Prepared By: _____

Date: _____

NIFS Certification	Controller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <i>Wendy J. Githiel</i>
Name: <i>(BR)</i>	Name: <i>COA106000003</i>	Date: <i>2/23/09</i>
Date: <i>2/27/09</i>	Date: _____	E #: _____

(BR)

THIS AGREEMENT dated August 1, 2006 (the "Agreement") between the County of Seneca, a municipal corporation of the State of New York, located at One West Street, Seneca, New York 13151 (the "County"), acting on behalf of the County Attorney's Office located at principal office at One West Street, Seneca, New York 13151 (the "County Attorney"), and Vincent, Vecchione & Connors LLP, a limited liability partnership with offices at 100 Milliken Avenue, Wilton Park, New York 13156-2299 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

WHEREAS, Counsel desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve month period commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

- a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");
- b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;
- c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;
- d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

From CQAT 060000

- e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-250 has been filed.
- f) Representation shall include appeals of Board decisions to the Board or to the Courts of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

year 1 -
7/1/06 - 6/30/07

(A) Contract Years One and Two: Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars (\$172,500.00) per Contract Year, up to a maximum amount (Maximum Amount) of Three Hundred Forty-five Thousand Dollars (\$345,000.00), which shall be paid in 12

year 2 -
7/1/07 - 6/30/08

(B) Contract Year Three: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments. $\$14,375.00/\text{month}$

year 3 -
7/1/08 - 6/30/09

(C) Contract Renewal Option Year One: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments. $\$14,791.67/\text{month}$ 16 July 1, 200

1/1/08 - 6/30/08 = 86,250
1/1/08 - 12/31/08 = 88,750

(D) Contract Renewal Option Year Two: Counsel shall be paid One Hundred Eighty Thousand Dollars (\$180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

For 2008 175,000

For 2009 - 177,500

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments 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 specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel 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 by the tenth (10th) of the month.

50 21 113 5 1100 0002



Contract Details

SERVICE Legal Counsel

NIFS ID # CLAT00000037
option to extend

NIFS Entry Date: June, 2009 Term from 12/06 to 6/30/10 plus

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

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

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione
	Phone 741-7575

County Department
Department Contact Meredith A. Feinman
Address 1 West Street
Phone 1-3012

Routing

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Applied	SIGNATURE	Leg. Approval Required
6/5/09	Department	NIFS Entry (Dept) NIFS Appl (Dept. Head)	<input checked="" type="checkbox"/> 6/5/09	M. Feinman	
	OMB	NIFS Approval	<input checked="" type="checkbox"/> 6/8/09	Michael J. J...	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
6/8/09	County Attorney	CA RE&J Verification	<input checked="" type="checkbox"/> 6/8/09	J. Amato	
	County Attorney	CA approval as to form	<input checked="" type="checkbox"/> 6/9/09	Orin M...	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs	<input type="checkbox"/>		
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>		
		Fw'd Original K to CA	<input type="checkbox"/>		
		Filed Resolution with CA	<input type="checkbox"/>		
6/9	County Attorney	NIFS Approval	<input checked="" type="checkbox"/> 6/9/09	M. Feinman	
	County Comptroller	NIFS Approval	<input type="checkbox"/>	C. K...	
	County Executive	Notarization Filed with Clerk of the Leg.	<input checked="" type="checkbox"/> 7/9/09	M. Gottlieb	



Contract Summary

Description: One year extension of contract pursuant to County's exercise of option to extend

Purpose: To continue to represent County in legal proceedings mandated by NYS Workers' Compensation Board
(see paragraph #1 of original agreement - may be renewed thru 6/30/11)

Contract Provisions:--Contract commenced July 1, 2006. The original term expires 6/30/09. The term has been extended to 6/30/10 pursuant to the County's exercise of an option to extend for one year. SEE ATTACHED.

Impact on Funding / Price Analysis: NONE
 The funds for the first half-year of the contract extension (July - December 2009) are currently available in the contract and therefore additional funding is not necessary at this time. Funds for the balance of the contract term--January - June 2010--will be encumbered in 2010.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	\$.01
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$.01

Document Prepared By: _____

Date: _____

NYS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NYS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>Marilyn Gottlieb</i>	
Name <i>BM</i>		Name <i>CLAT09000012</i>		Date <i>7/2/09</i>	
Date <i>7/3/09</i>		Date		(For Office Use Only)	
				E #:	

THOMAS R. STROZZI
County Executive



LORNA B. GORDMAN
County Attorney

COUNTY OF NASSAU
OFFICE OF THE COUNTY ATTORNEY
Ralph G. Caso Executive and Legislative Building
One West Street
Mineola, New York 11501-4820

June 5, 2009

Vecchione, Vecchione & Connors, LLP
147 Herricks Road
Garden City Park NY 11040

Attn: Michael F. Vecchione

Re: Agreement with Nassau County
Contract #CQAT06000031

Dear Sir:

Reference is made to the above-referenced Agreement between Vecchione, Vecchione & Connors, LLP ("Counsel") and Nassau County, executed on October 5, 2006 (the "Agreement"). Pursuant to paragraph 1. of the Agreement, County hereby exercises its option to extend the Term of the Agreement for the period terminating June 30, 2010, which extension shall be upon the terms and conditions as are fully set forth in the Agreement (the "Extension").

Pursuant to Ordinance No. 201-2001 as amended by Ordinance 128-2006, Counsel agrees to pay County a \$533.00 administrative charge for the processing of the Extension. Said sum shall be due and payable upon signing of this letter by Counsel

Please evidence your agreement to the Extension by signing this letter in the space provided below, which, upon full execution will serve as an Extension of the Agreement.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: 

Name: Michael F. Vecchione

Title: Senior Partner

Date: 6.12.09

By:

Name: Robert Gordon Goffield

Title: Deputy County Executive

Date: 7/9/09

}SS.:

On the 12th day of June

BARBARA J. GRANT

Notary Public, State of New York
No. 4058000

No. 4992838

Qualified in Nassau County

Commission Expires March 2, 2010

)SS.:

On the 13 day of June

James D. Collins
NOTARY PUBLIC

James E. COLLINS

Public, State of New York

No. 4381903

in Nassau County

Expires Dec 29, 2010

Howard S. Weisman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Albany, New York 12201

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: Vecchione, Vecchione & Connors LLP

CONTRACTOR ADDRESS: 269 Hillside Avenue, Williston Park, NY 11596-2299

FEDERAL TAX ID #: 113242561-01

Instructions: Please check the appropriate box ("X") 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.

On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP—Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione, & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinhartz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

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

-Contract commenced July 1, 2006. The original term expires 6/30/09. The term has 1

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 service required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reason 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, when 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 is not required.

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:

X 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.

Lorale Meelman by M. J. J. J.
Department Head Signature

6/5/04
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



Contract Details

SERVICE Legal CounselNIFS ID #: CAAT100000016/30/10NIFS Entry Date: 12/22/09Term: from 1/1/09 to 11/1/10 → 6/30/10

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>

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

Agency Information

Vendor	
Name Vecchione Vecchione & Connors, LLP 269 Hillside Ave. Williston Park, NY 11596-2299	Vendor ID# 113242561-01
	Contact Person Michael Vecchione Phone 741-7575

County Department
Department Contact Peter Reinharz
Address 1 West Street
Phone 1-3064

LOOSE ADVISEMENT

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Approved	SIGNATURE
12/22/09	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered ✓	12/22/09	M. J. J...
	OMB	NIFS Approval (Contractor Registered)	12/22/09	Small...
	Vertical DCE	NIFS Approval	12/23/09	W. G. H...
	County Comptroller	NIFS Approval	1/5/10	Frank...

Contract Summary



Description: Funding for Jan through June 2010 pursuant to terms of contract. Contract was extended in July 2009.
 For one year, 1/1/09 - 1/30/10.

Purpose: Funding for Counsel for worker's comp hearings and trials.

Contract Provisions:--Contract was extended for one year in July 2009.

Impact on Funding / Price Analysis: \$88,750.00 to fund January through June 2010.

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	AT
Control:	10
Resp:	1100
Object:	DE502
Transaction:	

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

LINE	INDEX/OBJECT CODE	AMOUNT
1	AT GEN 1100/DE502	\$88,750.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$88,750.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By:

Date:

NIFS Certification I certify that this document was accepted into NIFS:		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval	
Name	(Signature)	Name	(Signature)	Name	(Signature)
Date	1/25/10	Date	1/25/10	Date	12/23/09
				E#:	(OFFICE USE ONLY)

*Excerpt from
original contract*

THIS AGREEMENT dated August _____, 2006, (the "Agreement") between the County of Nassau, a municipal corporation of the State of New York, located at One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Attorney's Office, having its principal office at One West Street, Mineola, New York 11501 (the "County Attorney"), and Vecchione, Vecchione & Connors LLP, a limited liability partnership with offices at 269 Hillside Avenue, Williston Park, New York 11596-2299 ("Counsel").

WITNESSETH:

WHEREAS, the County issued a Request for Proposals (RFP) on April 21, 2006 seeking proposals from vendors for legal representation of the County before the New York State Workers' Compensation Board ("Exhibit A");

WHEREAS, Counsel submitted their proposal to the RFP on May 22, 2006 ("Exhibit B");

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

WHEREAS, Counsel desires to perform the services described in this Agreement.

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

1. Term. This Agreement shall commence on July 1, 2006, and shall terminate June 30, 2009, subject to extension or sooner termination as provided for in this Agreement. This Agreement may be renewed, at the County's sole discretion, for up to two (2) additional one (1) year periods under the same terms and conditions contained herein, subject to County's right of early termination as provided in the Agreement. Each consecutive twelve-month period, commencing July 1, 2006, shall be a "Contract Year" for the purposes of this Agreement.

2. Services. The services ("Services") to be provided by Counsel under this Agreement shall consist of representation of the County at hearings and all other legal proceedings mandated by the New York State Workers' Compensation Board ("State Board"). The Services shall be those that are more fully described in the RFP ("Exhibit A") attached hereto and incorporated herein by reference and in addition and without limitation shall include:

- a) Conducting in-depth review and investigation on all submitted files to determine the viability of proposed claims against the Special Fund for Workers Compensation Claims (the "Special Fund");
- b) Timely filing Form C-250 to initiate a claim against the Special Fund for reimbursement on behalf of the County;
- c) Appearing at all pre-trial conferences and advising the County Attorney by written report of the outcome of said conferences;
- d) Representing the County at Special Fund and regular administrative hearings and/or trials before the State Board and advising the County Attorney by written report of the outcome of such hearings and/or trials;

- e) Preparing and forwarding to the County Attorney a concluding report as to the final determination of liability of the Special Fund for each matter for which a Form C-234 has been filed.
- f) Representation shall include appeals of Board decisions to the Board or to the Court of the State of New York.

3. Payment. (a) Amount of Consideration. (i) The amount to be paid to Counsel as full consideration for Counsel's Services under this Agreement, including disbursements, shall be paid in accordance with the fee schedule in "Exhibit C" which is summarized below:

7/1/08 → 6/30/08 (A) Contract Years One and Two: Counsel shall be paid One Hundred Seventy-two Thousand Five Hundred Dollars (\$172,500.00) per Contract Year, up to a maximum amount ("Maximum Amount") of Three Hundred Forty-five Thousand Dollars (\$345,000.00), which shall be paid in 12 (twelve) equal monthly installments per Contract Year.

7/1/08 → 6/30/09 (B) Contract Year Three: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments.

7/1/09 → 6/30/10 (C) Contract Renewal Option Year One: Counsel shall be paid One Hundred Seventy-seven Thousand Five Hundred Dollars (\$177,500.00) which shall be paid in 12 (twelve) equal monthly installments. X

(D) Contract Renewal Option Year Two: Counsel shall be paid One Hundred Eighty Thousand Dollars (\$180,000.00) which shall be paid in 12 (twelve) equal monthly installments.

(ii) Any appearances before the County Legislature or any committee thereof, for the purpose of the approval of this Agreement or any amendments thereto, are to be construed as part of the fee negotiation and approval process, and Counsel agrees no fee will be charged for any such appearances.

(b) Vouchers; Voucher Review, Approval and Audit. Payments 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 specifying, 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 (ii) review, approval and audit of the Voucher by the County Attorney and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. Counsel 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 by the tenth (10th) of the month.

Contract ID#: COAT06000031Department: County Attorney**Contract Details**

SERVICES Legal Services

NIPS ID #: CLAT0000010 NIPS Entry Date 9/29/10 Term: from June 30, 2010 to June 30, 2011

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

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

To Follow.

Agency Information

Vendor	
Name Vecchione Vecchion & Connors LLP	Vendor ID#
Address 147 Herricks Road Garden City Park, NY 11040	Contact Person Michael Vecchione
	Phone 741-7575

County Department	
Department Contact DCA Susan Gordon	
Address 1 West Street Mineola, NY 11501	
Phone	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIPS Entry (Dept) <input type="checkbox"/> NIPS Appvl (Dept. Head) <input type="checkbox"/>	9/29/10	<i>[Signature]</i>	
	OMB	NIPS Approval <input type="checkbox"/>	10/12/10	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
10/27/10	County Attorney	CA RE&J Verification <input type="checkbox"/>	11/4/10	<i>[Signature]</i>	
11/5/10	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/5/10	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Leg	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIPS Approval <input type="checkbox"/>	11/5/10	<i>[Signature]</i>	
	County Comptroller	NIPS Approval <input checked="" type="checkbox"/>	10/23/10	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	2/24/11	<i>[Signature]</i>	



Contract Summary

Description: One year extension pursuant to the County's exercise of its option to renew.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board.

Method of Procurement: See original agreement staff summary.

Procurement History: See original agreement staff summary.

Description of General Provisions:

Impact on Funding / Price Analysis: \$180,000

Change in Contract from Prior Procurement:

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	
Resp:	1100
Object:	502
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$180,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100.502	\$180,00.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$180,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

NYS Certification		Comptroller Certification		County Executive Approval	
I certify that this document was accepted into NYS		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name <i>[Signature]</i>	
Name <i>[Signature]</i>		Name <i>[Signature]</i>		Date <i>2/24/11</i>	

Howard S. Weitzman
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: Vecchione Vecchione & Connors LLP (CLAT10000010)

CONTRACTOR ADDRESS: 147 Herricks Road Garden City Park, NY 11040

FEDERAL TAX ID #: 11-3242561-01

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals. The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

to be performed is originally executed by Nassau County on October 1, 2006. The contract is designated the contract or an amendment within the scope of the contract if FDP appears on the top of the page attached. The original contract was entered into after the purchase of an FDP.

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

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

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

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

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department

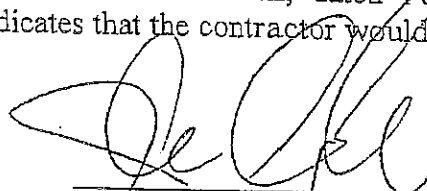
intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



John Ciampoli, County Attorney

9/30/10

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 1

THE AMENDMENT dated as of June 30, 2010 together with the exhibit hereto (the "Amendment") between Onondaga County (hereinafter "County") and Onondaga County Counsel (hereinafter "Counsel") is made this 30th day of June 2010, the County is a corporation and on behalf of the County "County Attorney's Office" having its principal office at One West Street, Minerva, New York 13501 (the "County Attorney"), and (ii) and Vecchiore Vecchiore & Connor, LLP, a limited liability partnership with offices at 147 Henrietta Road, Garden City Park, New York 13040 ("Counsel").

WITNESSETH

WHEREAS, pursuant to County contract number CQA106000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, as extended by letter dated June 5, 2009 (the "Original Agreement"), Counsel provides legal services in connection with Workers Compensation claims, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, the term of the Original Agreement was from July 1, 2006 through June 30, 2010 with an option to renew under the same terms and conditions (the "Original Term"); and,

WHEREAS, the County and Counsel desire to exercise their option to renew for an additional one (1) year period;

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

1. Renewal Term. The Original Agreement shall be renewed and thereby extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2011.

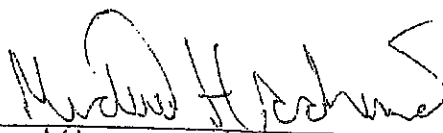
2. Maximum Amount. The maximum amount in the Original Agreement shall be increased by One Hundred and Eighty Thousand Dollars (\$180,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under this Amended Agreement shall be Eight Hundred and Eighty Thousand Dollars (\$880,000.00) ("Amended Maximum Amount").

3. Administrative Service Charge. Counsel 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 No. 201-201 as amended by Ordinance No. 128-2006. The administrative service charge shall be due and payable to the County upon signing of this Amendment.


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

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

VECCHIONE, VECCHIONE & CONNORS, LLP

By: 
Name: Michael F. Vecchione
Title: Senior Partner
Date: 8-24-10

NASSAU COUNTY

By: 
Name: Richard E. Walker
Title: Deputy County Executive
Date: 2/24/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

On the 24th day of February, 2011, before me personally came Richard A. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to authority of the board of directors of said corporation.

Barbara J. Grant
NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838

Qualified in Nassau County
Commission Expires March 2, 2014

STATE OF NEW YORK)

ISSUE

COUNTY OF NASSAU)

On the 24th day of February in the year 2011, before me personally came Richard A. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PB6170832
EXPIRES 7/23/2011

Contract ID#: COAT06000031

*Certified Contract
Received on 03/05/2012*
Department: County Attorney

E-43-12**Contract Details**

SERVICES Legal Services

NIFS ID #: CLAT11000022 NIFS Entry Date: 12/29/2011 Term: from July 1, 2006 to June 30, 2012

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

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

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 269 Hillside Avenue Williston Park, New York 11596	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department	
Department Contact Daniel Gregware	
Address 1 West Street Mineola, New York 11501	
Phone (516) 571-1675	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	1/6/12	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/6/12	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	1/6/12	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	1/6/12	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1/9/12	Legislative Affairs	Fw'd Original K to CA <input type="checkbox"/>	1/10/12	<i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	1/10/12	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	1/10/12	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg <input type="checkbox"/>	1/15/12	<i>[Signature]</i>	

PR5254 (8/04)



Contract Summary

Contract Number: 1100-502

Purpose: To continue to represent the County's police and fire departments, mandated by the N.Y. Worker's Group.

Method of Procurement: The contract has been extended for an additional year beyond the original contract term in order to provide a transitional state. It is expected that a new RFP process will be used for these services in the future. The background of the RFP that has taken place.

Procurement Process: The County's Police and Fire Departments are represented by the County's Police and Fire Departments. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP: Cherry, Edson & Kelly; Davis & Venturini; and Vecchione, Vecchione & Connors, LLP (Vecchione). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinhardt, Meredith A. Lerner, and Mark A. Lerner, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Impact on Funding: Price Analysis: \$180,000

Change in Contract from Prior Procurement: See above

Recommendation: approve as submitted

Advisement Information

BUDGET CODES	
Fund:	ATGEN
Control:	
Resp:	1100
Object:	502
Transaction:	

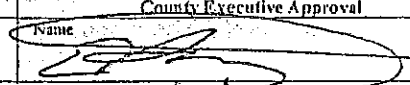
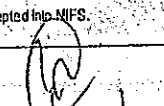
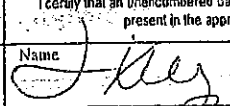
RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$180,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$180,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100.502	\$180,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$180,000.00

Document Prepared By:

Date: 1/25/12

NIPS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIPS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: 
Name: 	Name: 	Date: 1/25/12
Date: 2/13/12	Date: 2/10/12	(For Office Use Only)
		E #:

FAHLE0400 V4.2
LINK TO:

NIFS PRODUCTION SYSTEM
CURRENT YR BUDGET & OBLIGATION SUMMARY

02/13/2011
3:17

BALANCE (Y,M,Q,A) : Y
FISCAL MO/YEAR : 13 2011 ADADJ2011
INDEX :
ORGANIZATION : AT COUNTY ATTORNEY
CHARAC / OBJECT : X
FDTP FUND SFND : GF GEN GEN GENERAL FUND
PROJECT PROJ DTL :
GRANT GRANT DTL :
UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	ORIG BUDGT	CUR BUDGET	CUR OBLIG	CUR BALAN
AA	SALARIES,	11,116,061	10,616,061	9,492,645	1,123,4
BB	EQUIPMENT	15,000	15,000	2,186	12,8
DD	GENERAL EX	742,279	742,279	426,793	315,4
DE	CONTRACTUA	2,000,000	8,800,000	7,654,884	1,145,1
	EXP TOTAL	13,873,340	20,173,340	17,576,508	2,596,8
	REV - EXP	-11,090,268	-17,390,268	-14,239,432	3,150,8

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F7-PRIOR PG F8-NEXT PG F9-LINK
G012 - NEXT PAGE DISPLAYED

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

LINK TO:

VENDOR SUMMARY

02/13/201

3:29 1

ACTIVE

FISCAL MO/YEAR : 02 2012

VENDOR NUMBER : 113242561

VECCHIONE, VECCHIONE AND CONNORS, LLP

VENDOR ALPHA :

S	VENDOR SUMMARY	FEB 2012	ANNUAL BALANCE	ALL YEARS BALANCE
	ENCUMBRANCES	180,000.00	180,000.00	180,000.00
	RETAINAGES	.00	.00	.00
	ACCRUALS	.00	.00	.00
	PAYMENTS	.00	.00	.00
	CASH RECEIPTS	.00	.00	2,636,248.90
	ACCT RECVABLE	.00	.00	.00
	1099 TOTALS			.00
	B/U WITHHOLDING			
	B/U WITH PAID			
	TX LIEN W/HELD	.00	.00	.00
	TAX LIENS PAID	.00	.00	.00
	ST BCKUP W/HOLD	.00	.00	.00
	ST BU W/H PAID	.00	.00	.00
F1-HELP	F2-SELECT	F9-LINK	F4-PRIOR	F5-NEXT
G014 - RECORD FOUND				

RESOLUTION NO. 1005

A RESOLUTION, ATTEMPTING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND
VECCHIONE, VECCHIONE & CONNORS, LLP

Passed by the Rules Committee

Nassau County Legislature

By Voice Vote on 2/3/12

VOTING:

Ayes 7 Nays 3 Absent 2 Recused 0
Legislators present 7

WHEREAS, the County Attorney has executed a special counsel
agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is
on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the special
counsel contract entered into by the County Attorney and Vecchione,
Vecchione & Connors, LLP.

RULES RESOLUTION NO. - 2012

A RESOLUTION AFFIRMING TO A SPECIAL COUNSEL
CONTRACT ENTERED INTO BY THE COUNTY ATTORNEY AND
VECCHIONE, VECCHIONE & CONNORS, LLP

WHEREAS, the County Attorney has executed a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the special counsel contract entered into by the County Attorney and Vecchione, Vecchione & Connors, LLP.



OFFICE OF THE COMPTROLLER

City of New York

COMPTROLLER APPROVAL FORM FOR PERSONAL PROFESSIONAL OR HUMAN SERVICES CONTRACT

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

CONTRACTOR NAME: Vecchione, Vecchione & Connors, LLP

CONTRACTOR ADDRESS: 269 Hillside Avenue, Williston Park, New York 11596

FEDERAL TAX ID #: 113242561

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.

The contract was originally executed by Nassau County on October 5, 2006 (and amended thereafter). 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 On April 21, 2006 the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP - Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LL ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys Peter Reinhartz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional year beyond the original contract term and renewal periods as a transitional stage. It is expected that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

and the attached memorandum explains how
within the scope of the contract.

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

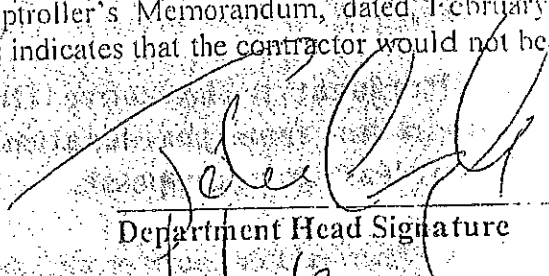
VI. ☐ This is a human services contract with a not-for-profit agency for which competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a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

1/2/2012
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

ADDENDUM

LIST OF PRINCIPALS OF VECCHIONE, VECCHIONE & CONNORS, LLP

MICHAEL F. VECCHIONE, PARTNER
147 HERRICKS ROAD
GARDEN CITY PARK, NY 11040
TEL. (516) 741-7575

STEVEN F. CONNORS PARTNER
147 HERRICKS ROAD
GARDEN CITY PARK, NY 11040
TEL. (516) 741-7575

AMMIMISIMMO

... by Hassan ...
... at 1700 ...
... New York ...
... at 1700 ...
... at 1700 ...

771 1 41 13 51 1 11

County of Alameda, California, County Contract Number COA796000031 between the County of Alameda, California, and the County of Alameda, California, entered into on behalf of the County on October 5, 1996, and as amended thereafter. The Original Agreement provides legal services to the County in connection with Workers' Compensation claims, which services are more fully described in the Original Agreement, the "Services", and the amendments thereto.

WHEREAS, the term of the Original Agreement is from July 1, 2006 until June 30, 2014 (the "Original Term") and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel's services under the Original Agreement, as full compensation for the services, was Eight Hundred Eighty Thousand Dollars (\$880,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term, increase the Maximum Amount, or amend Section 6 of the Original Agreement

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2012.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty Thousand Dollars (\$180,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all Services provided under the Amended Agreement shall be One Million Sixty Thousand Dollars (\$1,060,000.00) (the "Amended Maximum Amount").

3. Compliance with Law. Section 6 of the Original Agreement is hereby amended to add the following provision:

"(c) 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 and shall provide to the County any information necessary to maintain the certification's accuracy.

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.]

RECEIVED

By [Signature]
Name [Signature]
Title [Signature]
Date 11/28/11

NASSAU COUNTY

By [Signature]
Name John Ciampoli
Title County Attorney
Date 11/28/11

NASSAU COUNTY

By [Signature]
Name Edward P. Mangano
Title County Executive
☐ County Executive
Date March 5, 2012

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 28 day of November in the year 2011 before me personally came Michael F. Vecchione 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 partner of Vecchione, Vecchione & D'Amore 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

Notary Public, State of New York

No. 4992638

Qualified in Nassau County

Commission Expires Nov. 27, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 2nd day of January in the year 2012 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Martin E. Valk
NOTARY PUBLIC

MARTIN E. VALK
Notary Public, State of New York
No. 24-4959469
Qualified in Kings County
Certificate Filed in Nassau County
Commission Expires Nov. 27, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 5 day of March in the year 2011 before me personally came Edward P. Mangano to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Doreen R. Pennica
NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

1. The chief executive officer of Contractor is

Michael F. Vachione

Name

Address

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:

Not Applicable

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:

Not Applicable

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.


11/28/11
Dated


Signature of Chief Executive Officer

Michael F. Vecchione
Name of Chief Executive Officer

Sworn to before me this

28 day of November, 2011.


Notary Public
BARBARA J. GRANT
Notary Public, State of New York
No. 4592638
Qualified in Nassau County
Commission Expires March 2, 2014

1. The first part of the report deals with the general situation of the country and the position of the various groups of the population.

2. The second part of the report deals with the economic situation of the country and the position of the various groups of the population.

3. The third part of the report deals with the social situation of the country and the position of the various groups of the population.

4. The fourth part of the report deals with the cultural situation of the country and the position of the various groups of the population.

5. The fifth part of the report deals with the political situation of the country and the position of the various groups of the population.

6. The sixth part of the report deals with the legal situation of the country and the position of the various groups of the population.

7. The seventh part of the report deals with the administrative situation of the country and the position of the various groups of the population.

8. The eighth part of the report deals with the judicial situation of the country and the position of the various groups of the population.

9. The ninth part of the report deals with the military situation of the country and the position of the various groups of the population.

10. The tenth part of the report deals with the foreign relations of the country and the position of the various groups of the population.

Contract ID#: COAT06000031Department: County AttorneyCertified Contract
received on 10/24/13

LA

Contract Details

SERVICES Legal Services

E-141-13NIFS ID #: CLAT13000011 NIFS Entry Date: 03/04/2013 Term: July 1, 2006 - December 31, 2013

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

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 269 Hillside Avenue Williston Park, New York 11596	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department	
Department Contact Daniel Gregware	
Address 1 West Street Mineola, New York 11501	
Phone (516) 571-1675	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Reg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
6/7/13	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
6/11/13	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>	<i>[Signature]</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>[Signature]</i>	



Contract Summary

Description: Contract amendment # 4.Purpose: To continue to represent the County in legal proceedings mandated by the NYS Workers Compensation Board.

Method of Procurement: The contract has been extended for an additional eighteen months as a transitional stage. It is expected that a new RFP process will be issued for these services after the termination of this amendment. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP - Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinhartz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.Impact on Funding / Price Analysis: \$270,000.00Change in Contract from Prior Procurement: See aboveRecommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$270,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$270,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$270,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$270,000.00

Document Prepared By: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: <u>[Signature]</u> Date: <u>6/20/13</u> (For Office Use Only)	
Name: <u>[Signature]</u> Date: <u>8/1/13</u>		Name: <u>[Signature]</u> Date: <u>8/1/13</u>		E #: _____	

E-191-13

RULES RESOLUTION NO. 208 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS,
LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 7-1-13
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment
to a special counsel agreement with Vecchione, Vecchione & Connors,
LLP., a copy of which is on file with the Clerk of the Legislature; now,
therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the
amendment to a special counsel contract entered into by the Nassau County
Attorney and Vecchione, Vecchione & Connors, LLP.

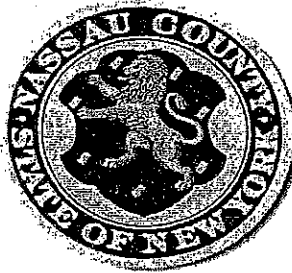
RULES RESOLUTION NO. - 2013

A RESOLUTION AFFIRMING AN AMENDMENT TO A SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS, LLP.

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP., a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

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: Vecchione, Vecchione & Connors, LLP (CLAT13000011)

CONTRACTOR ADDRESS: 269 Hillside Avenue, Williston Park, New York 11596

FEDERAL TAX ID #: 113242561

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.

The contract was originally executed by Nassau County on October 5, 2006 (and amended thereafter). 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 On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP - Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional eighteen months as a transitional stage. It is expected that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the

services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

5/2/2013

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

OWNERSHIP DISCLOSURE STATEMENT


Below are the names and business addresses/telephone numbers of the Partners of the firm of Vecchione, Vecchione & Connors, LLP:

- 1) Michael F. Vecchione – Managing Partner
- 2) Steven Connors – Partner

The contact information is the same for both Partners, namely,

Vecchione, Vecchione, & Connors, LLP
147 Herricks Road
Garden City Park, NY 11040
Tel. (516) 741-7575

The firm of Vecchione, Vecchione & Connors, LLP is a Limited Liability Partnership.

Submitted By: 

Michael F. Vecchione

Dated: February 27, 2013

AMENDMENT NO. 4

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 Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione, Vecchione & Connors, LLP, having an office located at 269 Hillside Avenue, Williston Park, New York 11596 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with Workers' Compensation claims, 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 July 1, 2006 until June 30, 2012 (the "Original Term"); and

WHEREAS; the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Sixty Thousand Dollars (\$1,060,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2013.

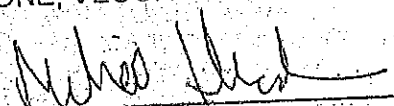
2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Two Hundred Seventy Thousand Dollars (\$270,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be One Million Three Hundred Thirty Thousand Dollars (\$1,330,000.00) (the "Amended Maximum Amount").

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

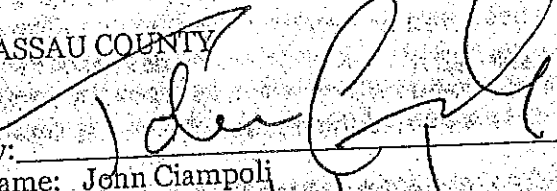
[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.


VECCHIONE, VECCHIONE & CONNORS, LLP

By: 
Name: Michael F. Vecchione
Title: Partner
Date: 2/28/2013

NASSAU COUNTY

By: 
Name: John Ciampoli
Title: County Attorney
Date: 5/2/2013

NASSAUCOUNTY

By: 
Name: Richard B. Walker
Title: County Executive
☒ Deputy County Executive
Date: 8/20/13

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of February in the year 2013 before me personally came Michael F. Vecchione to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Partner of Vecchione, Vecchione & Connors, LLP, 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.

Barbara J. Grant
NOTARY PUBLIC

BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2014

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

On the 2nd day of May in the year 2013 before me personally came John Ciampoli to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

Deane Catapan
NOTARY PUBLIC

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

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

On the 22 day of October in the year 2013 before me personally came Richard R. Waetjer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC *Concetta A. Petrucci*

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE0253026
Qualified in Nassau County
Commission Expires April 02, 2016

1. The first step in the process is to identify the problem. This involves gathering information about the situation and understanding the needs of the stakeholders involved.

1. The first step in the process of identifying a problem is to recognize that a problem exists. This involves gathering information about the situation and identifying the specific issue that needs to be addressed.

[illegible]

the 1990s, the number of people in the world who are undernourished has declined by 100 million, and the number of people who are malnourished has declined by 200 million. The number of people who are undernourished has declined by 100 million, and the number of people who are malnourished has declined by 200 million.

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the situation.

Journal of Management Studies, 2006; 43(7): 989–1004

[illegible]

Contract ID#: COAT06000031

*Certified contract
received on 08/14/2014*

Department: County Attorney

E-148-14
SERVICES Legal Services

Contract DetailsNIFS ID #: CLAT14000017 NIFS Entry Date: 05/15/2014 Term: July 1, 2006 - December 31, 2014

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 5 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 147 Herricks Road Garden City Park, New York 11040	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>		<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	5/14/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE&I Verification <input type="checkbox"/>	5/15/14	<i>[Signature]</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	5/15/14	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/> Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	5/16/14	<i>[Signature]</i>	
	County Attorney	NIFS Approval <input type="checkbox"/>	5/21/14	<i>[Signature]</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	5/21/14	<i>[Signature]</i>	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	5/22/14	<i>[Signature]</i>	

PR5254 (8/04)



Contract Summary

Description: Contract amendment # 5 to outside counsel contract.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board.

Method of Procurement: The contract has been extended for an additional twelve months as a transitional stage. It is expected that a new RFP process will be issued for these services after the termination of this amendment. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP - Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinhartz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: \$180,000.00

Change in Contract from Prior Procurement: See above

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	


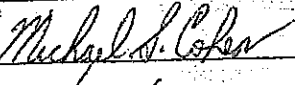


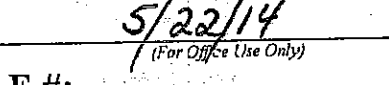
FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$180,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$180,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$180,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$180,000.00

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 	Date 
Date 6/23/2014	Date 6/20/14		5/22/14 (For Office Use Only)
		E #:	

RULES RESOLUTION NO. 17/ 2014

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS,
LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-2-14
VOTING:
ayes 7 nays 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment to a special counsel agreement with Vecchione, Vecchione & Connors, LLP, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, notwithstanding Nassau County Charter Section 1101, the Rules Committee of the Nassau County Legislature affirms the amendment to a special counsel contract entered into by the Nassau County Attorney and Vecchione, Vecchione & Connors, LLP.

RULES RESOLUTION NO. - 2014

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS,
LLP

WHEREAS, the Nassau County Attorney has executed an amendment
to a special counsel agreement with Vecchione, Vecchione & Connors, LLP,
a copy of which is on file with the Clerk of the Legislature; now, therefore,
be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the
amendment to a special counsel contract entered into by the Nassau County
Attorney and Vecchione, Vecchione & Connors, LLP.

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: Vecchione, Vecchione & Connors, LLP (CLAT14000017)

CONTRACTOR ADDRESS: 147 Herricks Road, Garden City Park, New York 11040

FEDERAL TAX ID #: 113242561

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.

The contract was originally executed by Nassau County on October 5, 2006 (and amended thereafter). 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 On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP - Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional twelve months as a transitional stage. It is expected that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the

services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

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

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

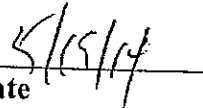
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



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

VECCHIONE, VECCHIONE & CONNORS, L.L.P.

Counselors at Law

147 HERRICKS ROAD
GARDEN CITY PARK, NEW YORK 11040

516-741-7575

FAX 516-294-4636

EMAIL: INFO@VECCHIONELAW.COM

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

COUNSEL:
MELANIE BAUMHOLTZ
HOWARD GEASOR

FRANCIS J. VECCHIONE

MYLES J MAGBITANG
GINA CANO
CARL SAKS
ELYSE O'CONNOR
JENNIFER LONG
HEATHER BABITS
MARY FRANCES SCHNORR
THOMAS R. JARVIS
JACLYN GRANET
JONATHAN A. SAKS
TERESA E. CIPOLLONE
PAMELA L. SEGAL

May 12, 2014

Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

ATT: Daniel J. Gregware
Deputy County Attorney

Re: VECCHIONE, VECCHIONE & CONNORS, LLP

Dear Mr. Gregware:

The firm of Vecchione, Vecchione & Connors is a Limited Liability Partnership.

Michael F. Vecchione, Esq. is the principal partner. Steven F. Connors, Esq. is the minority partner.

May 12, 2014

The business address and relevant telephone numbers are listed below.

Michael F. Vecchione & Steven F. Connors
Vecchione, Vecchione & Connors, LLP

147 Herricks Road
Garden City Park, NY 11040
Office Tel. (516) 741-7575
Office Fax (516) 294-4636

Michael Vecchione's Cell No. [REDACTED]
Steven Connors' Cell No. [REDACTED]

Please do not hesitate to contact us if you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Vecchione", written over a horizontal line.

Michael F. Vecchione
Managing Partner

AMENDMENT NO. 5

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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione, Vecchione & Connors, LLP, having an office located at 147 Herricks Road, Garden City Park, NY 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with Workers' Compensation claims, 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 July 1, 2006 until December 31, 2013 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Three Hundred Thirty Thousand Dollars (\$1,330,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for one (1) year, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty Thousand Dollars (\$180,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be One Million Five Hundred Ten Thousand Dollars (\$1,510,000.00) (the "Amended Maximum Amount").

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: 

Name: Michael F. Vecchione

Title: Managing Partner

Date: 5/12/14

NASSAU COUNTY

By: 

Name: Carnell Foskey

Title: County Attorney

Date: 5/14/14

NASSAU COUNTY

By: 

Name: Richard R. Walker

Title: County Executive

☒ Deputy County Executive

Date: 8/18/14

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 12th day of May in the year 2014 before me personally came Michael F. Vecchione to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is the Managing Partner of Vecchione, Vecchione & Connors, LLP., the limited liability partnership described herein and which executed the above instrument; and that he or she signed his name thereto by authority of the partnership agreement of said limited liability company.

NOTARY PUBLIC

Barbara J. Grant
BARBARA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2018

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of May in the year 2014 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

NOTARY PUBLIC

Diana Catapano
DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01CA6089854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 18 day of August in the year 2014 before me personally came Richard K. Waller to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Concetta A. Petrucci
CONCETTA A. PETRUCCI
Notary Public, State of New York
No. 01PEE259026
Qualified in Nassau County
Commission Expires April 02, 2016

**Contract Details**

SERVICES Legal Services

NIFS ID #: CLAT15000002 NIFS Entry Date: 03/04/2015 Term: July 1, 2006 - June 30, 2015

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment # 6 <input checked="" type="checkbox"/>
Time Extension <input checked="" type="checkbox"/>
Addl. Funds <input checked="" type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

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

Agency Information

Vendor	
Name Vecchione, Vecchione & Connors, LLP	Vendor ID# 113242561
Address 147 Herricks Road Garden City Park, New York 11040	Contact Person Michael Vecchione
	Phone (516) 741-7575

County Department
Department Contact Daniel Gregware
Address 1 West Street Mineola, New York 11501
Phone (516) 571-1675

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/>	<i>Call LN</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<i>4/1/15</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
4/13/15	County Attorney	CA RE&I Verification	<input checked="" type="checkbox"/>	<i>4/13/15</i>	
	County Attorney	CA Approval as to form	<input type="checkbox"/>	<i>04/15/2015</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG Legislative Affairs	Fw'd Original K to CA	<input type="checkbox"/>	<i>7/1/15</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		
	County Attorney	NIFS Approval	<input type="checkbox"/>	<i>6/1/15</i>	
	County Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>6/1/15</i>	
4/12/15	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/>	<i>4/1/15</i>	



Contract Summary

Description: Contract amendment # 6 to outside counsel contract.

Purpose: To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board. This amendment extends the term and increases the maximum amount of the original contract.

Method of Procurement: The contract has been extended for an additional six months as a transitional stage. It is anticipated that a new RFP process will be issued for these services after the termination of this amendment. See procurement history for the background of the RFP that has taken place.

Procurement History: On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP - Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected.

Description of General Provisions: See above.

Impact on Funding / Price Analysis: \$90,000.00

Change in Contract from Prior Procurement: See above

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	AT
Resp:	1100
Object:	DE502
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$90,000.00
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$90,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	ATGEN1100/DE502	\$90,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$90,000.00

Document Prepared By: _____

Date: _____

NIFS Certification I certify that this document was accepted into NIFS.		Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		County Executive Approval Name: <i>[Signature]</i> Date: <i>4/17/16</i>	
Name	<i>[Signature]</i>	Name	<i>[Signature]</i>	(For Office Use Only) E #: _____	
Date	<i>6/23/15</i>	Date	<i>6/23/15</i>		

E-70-15

RULES RESOLUTION NO. 127 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS,
LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 6-1-15
VOTING:
ayes 4 nays 3 abstained 0 recused 0
Legislators present: 7

WHEREAS, the Nassau County Attorney has executed an amendment
to a special counsel agreement with Vecchione, Vecchione & Connors, LLP,
a copy of which is on file with the Clerk of the Legislature; now, therefore,
be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the
amendment to a special counsel contract entered into by the Nassau County
Attorney and Vecchione, Vecchione & Connors, LLP.

RULES RESOLUTION NO. – 2015

A RESOLUTION AFFIRMING TO AN AMENDMENT TO A
SPECIAL COUNSEL CONTRACT ENTERED INTO BY THE NASSAU
COUNTY ATTORNEY AND VECCHIONE, VECCHIONE & CONNORS,
LLP

WHEREAS, the Nassau County Attorney has executed an amendment
to a special counsel agreement with Vecchione, Vecchione & Connors, LLP,
a copy of which is on file with the Clerk of the Legislature; now, therefore,
be it

RESOLVED, notwithstanding Nassau County Charter Section 1101,
the Rules Committee of the Nassau County Legislature affirms the
amendment to a special counsel contract entered into by the Nassau County
Attorney and Vecchione, Vecchione & Connors, LLP.

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: Vecchione, Vecchione & Connors, LLP (CLAT15000002)

CONTRACTOR ADDRESS: 147 Herricks Road, Garden City Park, New York 11040

FEDERAL TAX ID #: 113242561

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.

The contract was originally executed by Nassau County on October 5, 2006, and amended thereafter. 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 On April 21, 2006, the County issued an RFP for law firms specializing in workers compensation law. The RFP was posted on the County's website and disseminated to the Office of Minority Affairs. Three firms responded to the RFP – Cherry Edson, & Kelly, Davis & Venturini and Vecchione, Vecchione & Connors, LLP ("Vecchione"). The three firms were interviewed by a committee consisting of Deputy County Attorneys' Peter Reinharz, Meredith A. Feinman and Manjit Misra, and John Brooks of OMB. Following the interviews, the members of the committee reviewed the written proposals of the firms, without knowing the fee proposals. The Committee unanimously concluded that Vecchione's proposal was superior. Thereafter, the Committee reviewed the fee proposal and learned that Vecchione's bid was lower than the other two bidders and lower than the price under its prior contract with the County. In light of that lower bid, as well as Vecchione's proven ability to handle the volume of work incident to representing the County, they were selected. The contract has been extended for an additional six months as a transitional stage. It is anticipated that a new RFP process will be issued for these services. See procurement history for the background of the RFP that has taken place. The Contractor's work has been satisfactory.

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the

services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

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

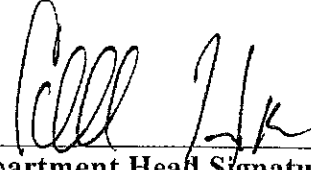
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate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

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


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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



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

VECCHIONE, VECCHIONE & CONNORS, L.L.P.

Counselors at Law

147 HERRICKS ROAD
GARDEN CITY PARK, NEW YORK 11040

516-741-7575

FAX 516-294-4636

EMAIL: INFO@VECCHIONELAW.COM

MICHAEL F. VECCHIONE
STEVEN F. CONNORS

FRANCIS J. VECCHIONE

MYLES J. MAGBITANG
GINA CANO
CARL SAKS
JACLYN GRANET
JENNIFER LONG
HEATHER BABITS
MARY FRANCES SCHNORR
JONATHAN A. SAKS
TERESA E. CIPOLLONE
PAMELA L. SEGAL
SEAN DOOLEY
COLLIN SPEARS

January 23, 2015

Nassau County Attorney's Office
Municipal Transactions Bureau
One West Street
Mineola, NY 11501

ATT: Daniel J. Gregware
Deputy County Attorney

Re: VECCHIONE, VECCHIONE & CONNORS, LLP

Dear Mr. Gregware:

The firm of Vecchione, Vecchione & Connors is a Limited Liability Partnership.

Michael F. Vecchione, Esq. is the principal partner. Steven F. Connors, Esq. is the minority partner.

January 23, 2015

The business address and relevant telephone numbers are listed below.

Michael F. Vecchione & Steven F. Connors
Vecchione, Vecchione & Connors, LLP

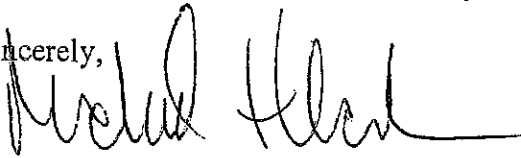
147 Herricks Road
Garden City Park, NY 11040
Office Tel. (516) 741-7575
Office Fax (516) 294-4636

Michael Vecchione's Cell No. [REDACTED]

Steven Connors' Cell No. [REDACTED]

Please do not hesitate to contact us if you require any further information.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Vecchione", with a long horizontal flourish extending to the right.

Michael F. Vecchione
Managing Partner

AMENDMENT NO. 6

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 Office of the Nassau County Attorney, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Vecchione, Vecchione & Connors, LLP, having an office located at 147 Herricks Road, Garden City Park, New York 11040 ("Counsel" or "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQAT06000031 between the County and Counsel, executed on behalf of the County on October 5, 2006, and as amended thereafter (the "Original Agreement"), Counsel provides legal services to the County in connection with Workers' Compensation claims, 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 July 1, 2006 until December 31, 2014 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse Counsel for Services under the Original Agreement, as full compensation for the Services, was One Million Five Hundred Ten Thousand Dollars (\$1,510,000.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount.

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

1. Term Extension. The Original Term shall be extended for six (6) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be June 30, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Ninety Thousand Dollars (\$90,000.00), so that the maximum amount that the County shall pay to Counsel as full consideration for all services provided under the Amended Agreement shall be One Million Six Hundred Thousand Dollars (\$1,600,000.00) (the "Amended Maximum Amount").

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

VECCHIONE, VECCHIONE & CONNORS, LLP

By: 

Name: Michael F. Vecchione

Title: Managing Partner

Date: 2/24/15

NASSAU COUNTY

By: 

Name: Carnell Foskey

Title: County Attorney

Date: 3/16/15

NASSAU COUNTY

By: 

Name: Charles Ribando

Title: County Executive

☒ Deputy County Executive

Date: 06/26/15

PLEASE EXECUTE IN BLUE INK

SS.:

On the 24th day of February in the year 2015 before me personally came Michael F. Vecchione 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 Managing Partner of Vecchione, Vecchione & Connors, LLP, the Limited Liability Partnership 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.

DANIELA J. GRANT
Notary Public, State of New York
No. 4992838
Qualified in Nassau County
Commission Expires March 2, 2018

)ss.:

On the 26th day of March in the year 2015 before me personally came Carnell Foskey to me personally known, who, being by me duly sworn, did depose and say that he resides in the County of Nassau; that he is County Attorney of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he signed his name thereto pursuant to Section 1101 of the County Government Law of Nassau County.

DIANA CATAPANO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01C6039854
QUALIFIED IN NASSAU COUNTY
COMMISSION EXPIRES MAR. 31, 2015

)SS.:

On the 26 day of June in the year 2015 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE0259026
Qualified in Nassau County
Commission Expires April 02, 2011

E-12-16

COUNTY OF NASSAU

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

1. Name of the Entity: Vecchione, Vecchione & Connors, LLP
Address: 147 Herricks Road
City, State and Zip Code: Garden City Park, NY 11040-5210
2. Entity's Vendor Identification Number: 11-3242561
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):

Michael F. Vecchione and Steven F. Connors, both located at 147 Herricks Road,
Garden City, NY 1140-5210

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.

Michael F. Vecchione and Steven F. Connors, both located at 147 Herricks Road,
Garden City, NY 1140-5210

F-15-19

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):

N/A

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

N/A

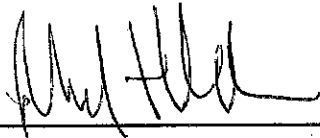
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 12/11/15

Signed: 

Print Name: Michael F. Vecchione

Title: Managing Partner

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.



Nassau County Interim Finance Authority

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

1. Vendor: Vecchione, Vecchione & Connors, LLP (CLAT16000001)

2. Dollar amount requiring NIFA approval: \$ 150,000.00

Amount to be encumbered: \$ 150,000.00

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: 07/01/2006 - 04/30/2016

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: Due to time sensitivity of matter, needed to commence prior to approval.

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT) Federal %
☐ Capital Improvement Fund (CAP) State %
☐ Other 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:

To continue to represent the County in legal proceedings mandated by the NYS Worker's Compensation Board. This amendment extends the term and increases the maximum amount of the original contract.

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.

Signature L. Della Title _____ Date 12/29/15

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.

