



E 120-16

Contract Details

SERVICE Investigation Services

NIFS ID #: CLSS16000028

NIFS Entry Date: 03/16/16 Term: from 01/01/16 to 12/31/16

New <input type="checkbox"/> Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/> No <input checked="" 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 Summit Security Services, Inc.	Vendor ID#132896421	Department Contact Michael A. Kanowitz
Address 390 Rexcorp Plaza Uniondale, New York 11556	Contact Person Robert Krolikiewicz E-mail rkrolikiewicz@summitsecurity.com Phone 516 240-2439 Fax: 516 542-1285	Address 60 Charles Lindbergh Blvd. Phone 516 227-7452

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"/> <input type="checkbox"/>	3/17/16	
	OMB	NIFS Approval	<input type="checkbox"/>	3/23	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
3/28/16	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	3/23/16	
3/31/16	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	4/13/16	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>		
	Comptroller	NIFS Approval	<input type="checkbox"/>		
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	5/2/16	

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LEGISLATURE
2016 MAY -2 P 4:36

01-051 11



Contract Summary

Description: Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: FEDERAL 50% State 25% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	20
Resp:	2100
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$193,857.00
Federal	\$387,714.00
State	\$193,857.00
Capital	\$
Other	\$
TOTAL	\$775,428.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4		\$
5	SSGEN2100/DE500	\$775,428.00
6		\$
TOTAL		\$775,428.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

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: <i>[Signature]</i>
Name	Name	Date: 5/2/16
Date	Date	(For Office Use Only)
		E #:

127327



CLSS16000028

Nassau County Interim Finance Authority

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

1. Vendor: Summit Security Services, Inc.2. Dollar amount requiring NIFA approval: \$ 775,428.00Amount to be encumbered: \$ 775,428.00This 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: 01/01/16 to 12/31/16Has work or services on this contract commenced? ☒ Yes ☐ NoIf yes, please explain: Ongoing contract services.

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Grant Fund (GRT)	
<input type="checkbox"/> Capital Improvement Fund (CAP)		Federal % <u>50</u>
<input type="checkbox"/> Other		State % <u>25</u>
		County % <u>25</u>

Is the cash available for the full amount of the contract? ☒ Yes ☐ NoIf not, will it require a future borrowing? ☐ Yes ☐ NoHas the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/AHas NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

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

The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).

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

Nassau County Attorney as to form	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Nassau County Committee and/or Legislature	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> 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:

CLSS15000003 \$775,428.00

AUTHORIZATION

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

Roseann Della 3/24/16
Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

Regarding funding, please check the correct response:

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

If this is a capital project:

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

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

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

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

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

NIFA reserves the right to request additional information as needed.

LINK TO:

CURRENT YR BUDGET & OBLIGATION SUMMARY

9:19 AM

ACTIVE

BALANCE (Y,M,Q,A) : Y

FISCAL MO/YEAR : 03 2016 MAR 2016

INDEX :

ORGANIZATION : SS SOCIAL SERVICES

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 BALANCE
BB		EQUIPMENT	24,000	24,000		24,000
DD		GENERAL EX	772,829	772,829	283,608	489,221
DE		CONTRACTUA	7,631,404	7,631,404	-1,378,600	9,010,004
HF		INTER-DEPA	16,683,623	16,683,623		16,683,623
SS		RECIPIENT	62,000,000	62,000,000	11,431,114	50,568,886
TT		PURCHASED	65,851,121	65,851,121	27,369,092	38,482,029
WW		EMERGENCY	50,980,000	50,980,000	23,973,058	27,006,942

F1-HELP F2-SELECT

F4-PRIOR F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

GO12 - NEXT PAGE DISPLAYED

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Summit Security Services, Inc.

CONTRACTOR ADDRESS: 390 RXR Plaza, Uniondale, NY 11556

FEDERAL TAX ID #: 132896421

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

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

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

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

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

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

The contract was originally executed by Nassau County on FEBRUARY 1, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after AN RFP WAS ISSUED.

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

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

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

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

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

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

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

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

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

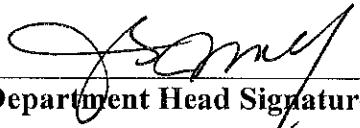
Instructions with respect to Sections VIII, IX and X: All Departments must check the box for VIII. Then, check the box for either IX or X, as applicable.

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

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

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

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



Department Head Signature

3-17-16
Date

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

Exhibit A

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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

1. Principal Name Nicholas M. Auletta
SSN [REDACTED]
Date of birth [REDACTED]
Home address [REDACTED]
City/state/zip [REDACTED]
Business address 390 RXR Plaza
City/state/zip Uniondale, NY 11758
Telephone 516 240-2403
Other present address(es) _____
City/state/zip _____
Telephone _____
List of other addresses and telephone numbers attached _____
2. Positions held in submitting business and starting date of each (check all applicable)
Co-President 05 / 01 / 02 Treasurer _____
Chairman of Board _____ Shareholder _____
Chief Exec. Officer _____ Secretary 07 / 31 / 06
Chief Financial Officer _____ Partner _____
Vice President 01 / 01 / 90 _____
(Other) _____
3. Do you have an equity interest in the business submitting the questionnaire?
NO X YES _____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
NO X YES _____ If Yes, provide details.



APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO X YES ____; If Yes, provide details.
7. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO X YES ____ If Yes, provide details.

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

8. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? NO X YES ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contract cancelled for cause? NO X YES ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO X YES ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO X YES ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? NO X YES ____ If Yes, provide details for each such charge.

APPENDIX D

- c) Is there any administrative charge pending against you? NO X YES ____ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO X YES ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO X YES ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO X YES ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO X YES ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO X YES ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO X YES ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO X YES ____ If Yes, provide details for each such year.

CERTIFICATION

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

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

Sworn to before me this 14 day of March 2016

Kim Klimuk
Notary Public

KIMBERLEY A KLIMUK
Notary Public, State of New York
Registration No. 01-KL6326597
Qualified in Nassau County
Commission Expires June 22, 2019

Summit Security Services, Inc.
Name of submitting business

Nicholas M. Auletta
Print name

[Signature]
Signature

VICE PRESIDENT
Title

03 / 14 / 16
Date



THE UNIVERSITY OF CHICAGO
LIBRARY
540 EAST 57TH STREET
CHICAGO, ILL. 60637
TEL: 773-936-5000



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

No, neither Summit nor our corporate officers have provided campaign contributions pursuant to the New York State Election Law in the above mentioned periods.

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

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

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

Vendor: Summit Security Services, Inc.

Dated: April 12, 2016

Signed: 

Print Name: Nicholas M. Auletta, CPP

Title: Vice President

**APPENDIX C
BUSINESS HISTORY FORM**

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

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

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

Date: 03/14/16

1) Proposer's Legal Name: Summit Security Services, Inc.

2) Address of Place of Business: 390 RXR Plaza, Uniondale, NY 11556

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone : 516 240-2400

Does the business own or rent its facilities? rent

4) Federal I.D. Number or Social Security Number: 13-2896421

5) Dun and Bradstreet number: 10-765-2075

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

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

Yes ☐ No ☒ If Yes, please provide details: _____

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

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

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

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

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.

Yes ☐ No ☒ If Yes, provide details for each such investigation. _____

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

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

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

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

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

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

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

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

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

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

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. None

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. None

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

Summit has taken the following measures to ensure avoidance of any conflict of interest:

1. Written company policy published in the Employee Handbook
2. Knowledge FAR and other workplace rules, applied to Summit operations by the Vice President of Human Resources
3. Initial training for all investigators assigned to government agency contracts includes training in the employees' roles in avoiding conflicts of interest
4. Rigorous pre-screening of all employees, including thorough personal history and work background checks as well as pre-employment interviews, obtaining information that could potentially constitute, or be construed as, a conflict of interest for Summit or its clients
5. Judicious assignment of personnel on a client-by-client basis to ensure overt or potentially damaging conflicts of interest

We affirm that, to the best of our knowledge, and having performed due diligence, Summit principals, officers, managers, or assigned employees have no conflicts of interest with Nassau County or the Nassau County Department of Social Services.


CERTIFICATION

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

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

Sworn to before me this 15 day of March

2016




Notary Public

TARA N KRUMHOLZ
Notary Public, State of New York
Registration No. 01-KR6326695
Qualified In Suffolk County
Commission Expires June 22, 2017

Name of submitting business: Summit Security Services, Inc.

By: Nicholas M. Auletta, CPP

Print name



Signature

Vice President

Title

03 / 15 / 2016
Date

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Attachments To Appendix C: Business History Form

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

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

Should the proposer be other than an individual, the Proposal should include:

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

- B. Indicate number of years in business.

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

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

Nassau County Department of Social Services - Medicaid
Company and Entitlement Fraud Investigation Services

Contact Person Scott Skrynecki, Director, Office of Investigations

Address 60 Charles Lindbergh Boulevard

City/State Uniondale, NY 11533

Telephone 516 227-7788

Fax # 516 227-8734

E-Mail Address Scott.skrynecki@hhsnassaucountyny.us

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Company Office of Medicaid Inspector General

James G. Sheehan, Chief Integrity Officer /

Contact Person Executive Deputy Commissioner

New York City Human Resources Administration

Address 250 Church Street, 6th Floor

City/State New York, NY 10013

Telephone 212 274-5600

Fax # 212 274-6110

E-Mail Address sheehan.j@hra.nyc.gov

Please note: James G. Sheehan is the former New York State Medicaid Inspector General and will provide a reference regarding Summit's performance in providing Medicaid provider fraud investigations for NYS OMIG.

Company County of Westchester, Department of Parks, Recreation & Conservation

Contact Person Neil Squillante, Director of Administrative Services

Address 450 Saw Mill River Road

City/State Ardsley, NY 10502

Telephone 914 864-7009

Fax # 914 864-7053

E-Mail Address nas1@westchestergov.com

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

Company New Jersey Transit Corporation
Anthony M. Grieco, Senior Director
Contact Person Customer Service & Transit Information
Address One Penn Plaza
City/State Newark, NJ 07105-2246
Telephone 973 491-8559
Fax # 201 243-7223
E-Mail Address agrieco@njtransit.com

Company _____
Contact Person _____
Address _____
City/State _____
Telephone _____
Fax # _____
E-Mail Address _____

COUNTY OF NASSAU

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

1. Name of the Entity: Summit Security Services, Inc.
Address: 390 Rxx Plaza
City, State and Zip Code: Uniondale, NY, 11556
2. Entity's Vendor Identification Number: _____
3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp Corporation Other (specify) _____

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

Nicholas M. Auletta, Co-President, [REDACTED]
[REDACTED]

Robert L. Auletta, Co-President, [REDACTED]
[REDACTED]

Nicholas M. Auletta, Vice President, [REDACTED]
[REDACTED]

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

Nicholas Auletta, Co-President, [REDACTED]
[REDACTED]

Robert L. Auletta, Co-President, [REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

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

NONE

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

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

NONE

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

N/A

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

N/A

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

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

Dated: 02/14/16 Signed: [Signature]

Print Name: Nicholas M. Auletta

Title: Vice President

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

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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.

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and activities. It emphasizes the need for transparency and accountability in financial reporting.

2. The second part of the document outlines the various methods and techniques used to collect and analyze data. It includes a detailed description of the experimental procedures and the statistical analysis performed.

3. The third part of the document presents the results of the study, showing the trends and patterns observed in the data. It includes several tables and figures to illustrate the findings.

4. The fourth part of the document discusses the implications of the results and the potential applications of the findings. It highlights the need for further research and the importance of sharing the results with the relevant stakeholders.

5. The fifth part of the document provides a conclusion and a summary of the key points discussed throughout the document. It also includes a list of references and a bibliography.

6. The sixth part of the document provides a detailed description of the experimental procedures and the statistical analysis performed. It includes a list of references and a bibliography.

7. The seventh part of the document presents the results of the study, showing the trends and patterns observed in the data. It includes several tables and figures to illustrate the findings.

8. The eighth part of the document discusses the implications of the results and the potential applications of the findings. It highlights the need for further research and the importance of sharing the results with the relevant stakeholders.

9. The ninth part of the document provides a conclusion and a summary of the key points discussed throughout the document. It also includes a list of references and a bibliography.

10. The tenth part of the document provides a detailed description of the experimental procedures and the statistical analysis performed. It includes a list of references and a bibliography.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Nicholas M. Auletta, Vice President

Name and Title of Authorized Representative

m/d/yy

[Signature]

Signature

02/14/16
Date

Summit Security Services, Inc.

Name of Organization

390 Rxx Plaza, Uniondale, NY 11556

Address of Organization

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Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

RULES RESOLUTION NO. — 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF SOCIAL SERVICES AND SUMMIT SECURITY SERVICES, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Summit Security Services, Inc. for Investigative Services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the said amendment to an agreement with Summit Security Services, Inc.

AMENDMENT NO. III

This AMENDMENT, dated as of January 1, 2016, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 as amended by the amendment executed on behalf of the County on May 8, 2014, as amended by the amendment executed on behalf the County on March 23, 2015 (as so amended the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2015 with an option to renew under the same terms and conditions for two (2) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Three Million Three Thousand Six Hundred Six Dollars and 00/100 (\$3,003,606.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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 December 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Million Seven Hundred Seventy Nine Thousand Thirty Four Dollars and 00/100 (\$3,779,034.00) (the "Amended Maximum Amount").

3. Daily Rates. Section 6. Payment. Subparagraph (a)(ii)(C) of the Original Agreement, shall be amended and shall now read:

(C) Daily Rates for January 1, 2016 through December 31, 2016 shall be as follows:

(I)	Level 1 Investigators	\$267.65
(II)	Level 2 Investigators	\$338.35
(III)	Level 3 Investigators	\$429.25

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

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.

(THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK)

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

SUMMIT SECURITY SERVICES, INC

By: 

Name: Nicholas M. Auletta, CPP

Title: Vice President

Date: March 14, 2016

NASSAU COUNTY

By: _____

Name: _____

Title: Deputy County Executive

Date: _____

PLEASE EXECUTE IN BLUE INK

83282

124895



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: SUMMIT SECURITY SERVICES, INC.

Service Provided:

Evaluation Period: From: January 1, 2015 To: October 31, 2015

Evaluator's Name, Title, Phone #: JOHN FAUST

Date: 10/5/15

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO MICHAEL KANOWITZ, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					✓
b. Timeliness of Service					✓
c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

3. The third part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

4. The fourth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

5. The fifth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
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c. Cost Effectiveness					✓
d. Responsiveness to DSS Requests					✓
e. Number of Complaints					✓
f. Problem Resolution					✓
Overall Performance Evaluation					✓

Do you recommend the contractor for future contracts? ☒ Yes ☐ No

If rated 3 or lower & Yes checked, please explain below:

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: March 16, 2016

Subject: Summit Security Services, Inc. (Investigation Services)
Renewal 2016

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA, dated November 12, 2015, notifying him of the above fact. Further attached is a copy of a letter from Richard Dopkin, Vice President of CSEA Nassau Local 830 dated November 17, 2014. Additionally, please find attached copies of letters from Deputy Commissioner Paul F. Broderick to Glen Tuifel dated December 21, 2015, a response letter from Richard Dopkin, Vice President of Nassau Local 830 CSEA, dated December 21, 2015 and a further response letter to Mr. Dopkin dated December 28, 2015. The letters were forwarded to the Nassau County Office of Labor Relations for the appropriate response.

DSS and CSEA met to discuss the matter on December 17, 2015 and March 10, 2016. Communications are to continue between CSEA and DSS.

It is requested that the County proceed with the contract processing.

Att.
10099
127332



[illegible][illegible]



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

November 12, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Summit Security Services, Inc.
Investigation Services Renewal 2016

Dear Mr. Tuifel:

Pursuant to section 32 of the Collective Bargaining Agreement and as a good faith effort to advise the CSEA of the County's needs, this letter is to advise you that the Department of Social Services is considering entering into or renewing contractual services with the above vendor. Pursuant to section 32-3(a), the County's needs are described in the service provisions of the contract including but not limited to appendices and other related attachments.

If you wish to meet or discuss any aspect of this proposed contract, or to discuss alternatives to this matter, please do not hesitate to contact me with that request in writing.

Sincerely,

A handwritten signature in black ink, appearing to be "S/" or "SK", written over the printed name.

Michael A. Kanowitz
Planning & Research

cc: Keith Cromwell-Office of Labor Relations
Jerry Laricchuita, President Local 830 CSEA
Richard Dopkin, Vice President Local 830 CSEA
ENCLOSURE
13792
125473

The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO



NASSAU LOCAL 830

11/17/15

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Glen Tuifel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Summit Security Services, Inc. 2016

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on November 13, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Notwithstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract. Pursuant to Section 32-3, the County is required to provide notice to CSEA of its needs and in order to propose alternatives we need the following information: Proposed vendor; cost analysis for CSEA members to perform said duties for contracted service, anticipated start date and specific good faith efforts made to avoid the unnecessary assignment of CSEA unit work to said subcontractor.

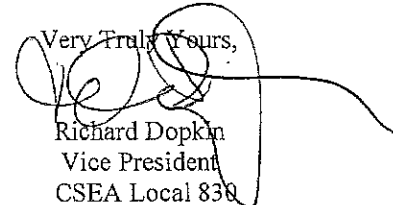
Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,



Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
Keith Cromwell, Office of Labor Relations
File

EDWARD P. MANGANO
COUNTY EXECUTIVE



JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686

December 21, 2015

VIA E-MAIL TRANSMISSION

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re: Summit Security Services, Inc.
Investigation Services
Fiscal Years 2015 and 2016

Dear Mr. Tuifel:

On September 1, 2015, October 2, 2015 and December 17, 2015 meetings were held between the Department of Social Services (the "Department") and CSEA to discuss the Department's contract with Summit Security Services, Inc. for Fiscal Year 2015 and Fiscal Year 2016.

As of this date, CSEA has not proposed any alternatives to satisfy the Department's needs relative to this contract. Accordingly, in conformity with Section 32 of the Collective Bargaining between the parties, the Department is moving forward with this contract.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul F. Broderick".

Paul F. Broderick
Deputy Commissioner
(516) 227-7412

cc: Via E-Mail Transmission
Richard Dopkin, Vice President Nassau Local 830 CSEA
Jerry Laricchuita, President Nassau Local 830 CSEA
Keith Cromwell, Office of Labor Relations

126035

The Civil Service Employees Association, Inc.

Local 1000, American Federation of State, County and Municipal Employees, Afl-CIO



NASSAU LOCAL 830

12/21/15

Jerry Laricchiuta
PRESIDENT

Ron Gurrieri
Exec. Vice President

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Robert Arciello
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Richard Dopkin
Vice Pres.

Glen Tuifel
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Summit Security Services, Inc. 2015-16

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County correspondence received on December 21, 2015 regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

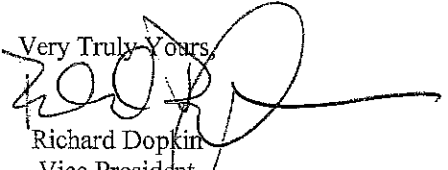
We have provided alternatives that CSEA members can perform this work, and have. Special investigations were previously staffed exclusively with SWEX and Deputy Sheriff Staff.

Finally, pursuant to Section 32-3, **I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.**

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,


Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
Keith Cromwell, Office of Labor Relations
File



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7452 Fax: 516-227-8363
Web: <http://www.nassaucountyny.gov/>

December 28, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Richard Dopkin
Vice President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

**Subject: Summit Security Services, Inc.
Investigation Services
Fiscal Years 2015 and 2016**

Dear Mr. Dopkin:

DSS is in receipt of your correspondence dated December 21, 2015, concerning CSEA proposals for the above referred to contractual services. In your correspondence, you indicate your willingness to meet with DSS for further discussion.

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Michael Kanowitz at (516) 227-7452 or Michael.Kanowitz@hhsnassaucountyny.us.

Sincerely yours,

A handwritten signature in black ink, reading "Michael A. Kanowitz". The signature is stylized with a large, sweeping "M" and a trailing flourish.

Michael A. Kanowitz
Attorney's Assistant II
Planning and Research

cc:
Keith Cromwell, OLR

126108

Contract ID#: CQSS12000141Department: Social Services**E-228-12****Contract Details**

SERVICE Investigation Services

NIFS ID #: CQSS12000141NIFS Entry Date: 11/30/12Term: from 01/01/12 to 12/31/13

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

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input 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 <u>Summit Security Services, Inc.</u>	Vendor ID# <u>132896421</u>
Address <u>390 Rexcorp Plaza</u> <u>Uniondale, NY 11556</u>	Contact Person <u>Joseph Biondo</u> Email <u>jbiondo@summitsecurity.com</u> Phone <u>917-971-9595</u> Fax: <u>718-544-7626</u>

County Department
Department Contact <u>Virginia Webb</u>
Address <u>60 Charles Lindberg Blvd</u>
Phone <u>516 227-7452</u>

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"/>	<u>12/5/12</u>		
	OMB	NIFS Approval <input type="checkbox"/>	<u>12/7</u>		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification <input type="checkbox"/>	<u>12/07/2012</u>		
	County Attorney	CA Approval as to form <input type="checkbox"/>	<u>12/07/2012</u>		
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	<u>12/10/12</u>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	NIFS Approval <input type="checkbox"/>	<u>12/20/12</u>		
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	<u>1/3/13</u>		
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	<u>1/14/13</u>		

Contract Summary

Description : Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: Federal <u>50</u> % State <u>25</u> % County <u>25</u> %
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	21
Resp:	2100
Object:	DE500
Transaction:	CQ

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$ 171,250.00
Federal	\$ 342,500.00
State	\$ 171,250.00
Capital	\$
Other	\$
TOTAL	\$685,000.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	SSGEN2100/DE500	\$ 685,000.00
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 685,000.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____

Date: _____

NIRS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted by NIRS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name _____
Name _____	Name <i>Skay</i>	Date <i>1/14/13</i>
Date <i>1/10/13</i>	Date <i>1/11/13</i>	(For Office Use Only)
		E #:

George Maragos
Comptroller



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

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES
CONTRACTS

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

CONTRACTOR NAME Summit Security Services, Inc.

CONTRACTOR ADDRESS 390 Rexcorp Plaza, Uniondale, NY 11556

FEDERAL TAX ID 132896421

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 August 15, 2012 [date].
Potential proposers were made aware of the availability of the RFP by Newsday [newspaper advertisement,
posting on website, mailing, etc.]. 10 [#] of potential proposers requested copies of the RFP. Proposals were
due on 9/7/2012 [date]. 2 [#] proposals were received and evaluated. The evaluation committee consisted
of: Sanita Manjrekar, Director, Heather Griffin, Social Welfare Examiner
Supervisor II, Jayson Yager, Accountant

[list members]. The proposals were
scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12-5-12

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



Request to Initiate RFP (continued)

RFP for Welfare Fraud Investigation Services (RFP # SS0807-1228)**III. Response Summary**

Vendor Name	Proposal Requested	Vendor Response		Quote*	Proposal Rating (scale 1 to 5)
		Date Proposal Received	No Response		
LMGI Ltd.	<input checked="" type="checkbox"/>	9/7/12	<input type="checkbox"/>	\$255.00 / \$304.00 / \$394.00	2.50
Summit Security Services, Inc.	<input checked="" type="checkbox"/>	9/7/12	<input type="checkbox"/>	\$275.00 / \$350.00 / \$445.00	4.43

*Rates for Level 1, Level 2, and Level 3 investigators

Recommendation

Contract/RFP #: SS0807-1228	Vendor Names: Summit Security Services, Inc.
Recommendation of Award: It is recommended that Nassau County contract with Summit Security Services, Inc.	
Justification: The following discriminating factors lead to the final award recommendation: <ul style="list-style-type: none">• Summit currently provides investigative staff with the required knowledge, skills, abilities and experience• As the incumbent, Summit's past performance has been evaluated as excellent; their contract has been consistently recommended for renewal.• Summit's proposed cost is reasonable	

Chief DCE Approval:

☒ Yes ☐ No

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Virginia Webb
Legal Department
Department of Social Services

Date: December 5, 2012

Subject: Contract with Summit Security Services

Pursuant to Section 32 (a) of the Collective Bargaining Agreement (CBA), Nassau Local 830 CSEA was notified of this Department's intent to contract with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA notifying him of the above fact.

It is essential that the contract be executed as quickly as possible. The Department, therefore, is requesting that the County begin the preliminary steps, while CSEA is reviewing the contract description. Should CSEA object and propose alternatives to the contract within the next ten (10) days, the Department, as always, will offer CSEA the opportunity to meet and discuss the alternatives, prior to the execution of the contract.

VW/em

att.

70102



EDWARD P. MANGANO
COUNTY EXECUTIVE



JOHN E. IMHOFF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

November 29, 2012

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Summit Security Services, Inc.

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (or **renewing**) the contractual services with the above vendor.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

A handwritten signature in cursive script, appearing to read "Virginia Webb".

Virginia Webb
Legal Department

VW/em
Att.
cc: Daniel Schor
Office of Labor Relations

13792



November 10, 2011

Ms. Virginia Webb
Planning & Research/Quality Management
Nassau County Department of Social Services
60 Charles Lindbergh Boulevard, Suite 160
Uniondale, NY 11553-3686

RE: 2012 Contract/Amendment (Contract # CQSS09000015)

Dear Ms. Webb:

This letter is to verify that this is the only contract Summit Security Services, Inc. has with Nassau County.

Sincerely,

Nicholas M. Auletta
Vice President

SUMMIT SECURITY SERVICES, INC.

390 RXR PLAZA • UNIONDALE, NY 11556 • T 516 240-2400 • F 516 240-2424 WWW.SUMMITSECURITY.COM





SUMMIT

November 8, 2011

Nassau County Department of Social Services
60 Charles Lindbergh Blvd., Suite 160
Uniondale, New York 11553

Re: 2012 Contract /Amendment (Contract Number CQSS09000015)

Names and Home Address of Officers

1. Robert L Auletta Co-President

2. Nicholas M Auletta Co-President and Secretary


SUMMIT SECURITY SERVICES, INC.

390 RXR PLAZA • UNIONDALE, NY 11556 • T 516 240-2400; F 516 240-2424 • WWW.SUMMITSECURITY.COM

E-22812

RULES RESOLUTION NO 292 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES
AND SUMMIT SECURITY SERVICES, INC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12/17/12
VOTING:
aye 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated a personal service agreement with the
Summit Security Services, Inc. in relation to investigative services, a copy of which is on
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with Summit Security
Services, Inc.

RULES RESOLUTION NO. - 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO
EXECUTE A PERSONAL SERVICE AGREEMENT BETWEEN THE COUNTY OF
NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF SOCIAL SERVICES
AND SUMMIT SECURITY SERVICES, INC.

WHEREAS, the County has negotiated a personal service agreement with the
Summit Security Services, Inc. in relation to investigative services, a copy of which is on
file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature
authorizes the County Executive to execute the said agreement with Summit Security
Services, Inc.

CONTRACT FOR SERVICES

THIS AGREEMENT, dated as of _____, 2012 (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), 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 County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, NY 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 RXR Plaza West Tower, Lobby Level Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, New York State Social Services Law Section requires local social services districts to pursue anyone who obtains, attempts to obtain, or aids and abets any person to obtain public assistance or care to which they are not entitled, and refer the available facts and evidence to the appropriate district attorney or other prosecuting official; and

WHEREAS, the Contractor is a licensed investigator qualified to provide the welfare investigative services described in this Agreement; and

WHEREAS, the County desires to hire the Contractor to perform the welfare investigative services as more particularly described in this Agreement; and

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

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

1. Term. This Agreement shall commence on January 1, 2012, and terminate on December 31, 2013, provided, however, that the County shall have the option to extend this Agreement for four (4) additional one (1) year terms under the same terms and conditions contained herein.

2. Services. The services to be provided by the Contractor under this Agreement shall include welfare investigative services, as hereinafter defined and related services requested by the County to identify payments received by recipients or service providers to which they are not entitled, or potential fraud in the provision or receipt of, or application for benefits, services or payments administered by the Department (hereinafter sometimes referred to as "Services" and/or "welfare investigative services"). The Services to be provided by Contractor under this Agreement shall be as follows:

(a) Welfare Investigative Services Defined: Welfare investigative services shall involve the collection, verification, recording and evaluation of factual information, utilizing a variety of

methods as more particularly described herein, to assist the County in identifying overpayments to recipients or service providers or potential fraud in the provision or receipt of, or application for benefits, services or payments administered by the Department.

(i) The Nature of Investigation Activities Performed. For each investigation, the investigator will:

1. Perform necessary investigation activities within timeframes established by the Department, including undercover operations as appropriate; such investigative activities include, but are not limited to, conducting undercover operations, surveillance services, provider shops, data analysis, background checks, document retrieval and review, and recipient, provider and witness interviews.
2. Maintain a case file thoroughly detailing the nature of the investigation and effort expended on the case in the format required by the Department.
3. Handle and store evidence in a manner consistent with industry and legal standards.
4. Report verbally to the Department on a daily basis depending upon the nature of the assignment and instructions provided by the Department's staff.
5. Meet with Department staff as required to discuss investigation status.
6. As required, welfare investigative services shall include participation in Fair Hearings, testimony in court, and any other aspects related to the enforcement of the case, including case packaging, prosecution or other disposition.
7. An investigation shall be deemed complete when the required factual information is gathered or when the investigator and the Department determined that no further investigative steps can be taken. Upon completion of each investigation, the investigator shall submit to the Department a final report detailing the information obtained during the investigation. The report shall be well organized in a coherent standardized investigative format as determined by the Department and more particularly described in paragraph 5 herein. The final report is to be submitted within two (2) days of the completion of the investigation.

(ii) Method of Delivery of Welfare Investigative Services: Welfare investigative services as requested by the Department, shall be achieved by Contractor by conducting home visits; face-to-face interviews; recipient, provider and witness interviews; surveillance; undercover operations; provider shops; sting operations; reviews of reports and data; and accessing and researching information about the subject (such as asset and income verification, employment history, medical history, financial information, etc.) utilizing computer databases, software and services, including but not limited to eMedNY (the NYS Medicaid program claims processing system), Salient, WMS (the NYS Welfare Management System), LexisNexis™, Experian COLE Directory and credit reports provided by Experian, Equifax, or TRW.

(iii) Interviews and Interrogations: The Contractor represents that its investigators are proficient at conducting home visits, face-to-face interviews with recipients, service providers and witnesses as a means of obtaining lawfully gathered statements, information and documents. The Contractor's investigators will not interview children under eighteen (18) years of age in the course of executing welfare investigative services requested by the Department, without prior written approval of the Commissioner of Social Services. If, in the course of their investigation, the investigator suspects that a child is abused or maltreated, the investigator shall make the appropriate report by calling the statewide central register for child abuse and maltreatment at 1-800-342-3720.

(iv) Undercover Investigations: In providing these services, the Contractor shall place investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potentially fraudulent practices and activities.

(v) Surveillance Services: In providing these services, the Contractor shall place investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation in public, residential or business locations, to conduct lawful activities designed to detect and uncover potentially fraudulent practices and activities.

(vi) Shopping Services: In providing these services, the Contractor shall utilize investigators with characteristics and traits (such as gender, age, ethnic group, etc.) tailored to the specific needs of an operation to shop service providers.

(b) Data analysis: The Contractor shall assist the Department in verifying and expanding on the intelligence developed from within the Department by working with County employees and/or contractors, who are specifically charged with providing data, reports and data analysis services designed to identify potential irregularities and/or fraud within the claims data.

(c) Civil and Criminal Proceedings / Administrative Hearings / Case Enforcement: The Contractor shall make its investigators available to provide testimony, evidence or assistance at administrative hearings, criminal trials or proceedings, civil trials or proceedings or other related proceedings and activities, including but not limited to discovery, examinations before trial, status or settlement conferences, witness preparation, case preparation and review and any other activities related to the enforcement of the case and any appeals related thereto. The Contractor must arrange for its investigators to supply testimony, evidence or assistance with respect to any Services provided during the term of this Agreement at any time in the present or future, including following the termination or completion of this Agreement. This clause shall survive the completion or termination of this Agreement.

(d) Evidence Storage: The Contractor shall handle, secure and store any and all evidence obtained as a result of its investigations in a manner(s) consistent with the highest standards of the industry for chain of custody evidentiary standards and in accordance with New York State law. The Contractor must continue to maintain and be able to readily produce evidence related to Services provided during the term of this Agreement, at any time in the

present or future, including following the termination or completion of this Agreement. This clause shall survive the completion or termination of this Agreement.

(e) Ongoing Duties: The Contractor shall implement requests by the Department for changes to the Contractor's staff. The Contractor shall work with the Department to accommodate its' additional needs and to implement new strategies, approaches and procedures and to provide any other assistance necessary to achieve the goals set by the Department. The Contractor shall work harmoniously and effectively with all Department employees and contractors in the execution of its duties and responsibilities.

(d) Daily Rates: For the purposes of this Agreement the daily rates shall be based on an eight (8) hour day.

3. Staffing Requirement and Investigator Qualifications. (a) The Contractor shall provide three levels of investigator staff, as more particularly described below:

(i) **Level 1 Investigators** shall have a minimum of one (1) year of welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and an ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and Front End Detection System (FEDS) investigations. The daily rate for Level 1 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

(ii) **Level 2 Investigators** shall have a minimum of three (3) years of investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project and the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and FEDS investigations. The daily rate for Level 2 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

(iii) **Level 3 Investigators** will have a minimum of five (5) years of supervisory welfare fraud investigative experience with an LSSD which is or has been a participant in the OMIG County Demonstration Project. The supervisory investigator must be an active member of the New York State Welfare Fraud Investigators Association (NYWFIA) and must possess an active Certified Welfare Fraud Investigator (CWFI) certificate through the United Council on Welfare Fraud (UCOWF). The supervisory investigator will possess the ability to perform background checks, document retrieval and review, public assistance data analysis, undercover operations, surveillance and provider shops, recipient, provider and witness interviews, Medicaid prescription drug fraud, child care subsidy fraud and front end detection system investigations. The investigator will be expected to provide necessary welfare fraud investigation management services, such as project management, training and supervisory services and shall be responsible for ensuring implementation of County policies, state and federal welfare regulations as well as providing required reports. The investigator will be expected to have extensive experience working with Department staff to establish

and implement external and internal mechanisms to reduce welfare waste, fraud and abuse. The daily rate for Level 3 investigators is described in paragraph 6 herein. Exceptions to requirements can be made by mutual agreement between the Contractor and the Department.

Approximately 9 (nine) investigators are required at any time. The majority of investigators are categorized levels 2 and 3.

(iv) The Daily fees as quoted herein for Level 1, Level 2 and Level 3 investigators are all inclusive, covering all Service related fees, salaries, staff expenses, management expenses and associated research and document retrieval costs.

(b) Contractor Staff Provision and Replacement. The Contractor shall maintain a group of at least nine (9) investigators, the levels of which are to be determined by the Department. The Contractor shall also provide a pool of investigators to be available on an as needed basis. Initial project staffing will be determined in a process involving mutual participation and agreement. The Department reserves the right to request a substitution for any Contract staff member proposed for work or working under this Agreement. The Contractor shall promptly recommend to the Department a substitution. The Contractor shall not make any staffing changes, including the addition or replacement of individual staff members or changes to their work schedule, investigative assignments and/or work location, without first consulting with the Department.

(c) The Contractor shall provide a pool of investigators with the varied diversity in ethnic, gender, geographic, language and technical backgrounds necessary to achieve the goals of the Department.

(d) Investigators must be available as required to provide daily service (eight hours a day) or half-day service (four hours per day).

(e) Professional Standards. The Contractor shall ensure that its investigators comply with professional standards of conduct for investigators as established by professional groups such as the United Council of Welfare Fraud (UCOWF) and the New York Welfare Fraud Investigator's Association (NYWFIA). The Contractor shall provide the Department with highly qualified, experienced investigators, possessing the required law enforcement/investigative backgrounds, to effectively carry out the operations necessary to accomplish the investigative/enforcement goals of the Department. The Contractor shall provide current accreditation and licenses for itself as well as its investigators upon execution of this Agreement and thereafter, upon request of the County.

(f) Investigation Standards. Investigations shall be made promptly and shall be conducted by lawful means without infringing upon the civil rights of individuals. Under no circumstances shall force or threat of force be used to obtain entry into a household or to obtain evidence of any nature.

(g) The Contractor shall train its staff to become proficient with Department entitlements, operating systems and policies and procedures that are made available to the Contractor.

(h) The Contractor shall maintain a multilingual staff, ensuring that at least one (1) investigator is fluent in both English and Spanish.

(i) The Contractor shall maintain the implementation of an Advisory Board of Medicaid Fraud experts consisting of Medical Practitioners and Healthcare Fraud Experts, which the Contractor will make accessible to both its investigators and the Department. Once yearly, the Contractor will schedule a general presentation for the Department to update Department staff on the latest trends in detecting and combating Medicaid fraud, waste and abuse.

(j) The Contractor shall provide quality control systems and customer service to the Department. Contractor shall ensure that investigators will be on call for investigations 24 hours per day, 365 days per year.

(k) The Contractor shall provide ongoing training to its staff with regard to current changes in the Law, as defined in Section 9 herein, and developments in information technology.

4. Program Administration. The Contractor is responsible for the performance of program administration functions including but not necessarily limited to: (1) staff orientation and introduction at site; (2) staff supervision; (3) submission in arrears on a monthly basis using standard Nassau County claim forms, claims for deliverables and services provided during each calendar month, including the provision of any additional documentation required by the Department; (4) quality control; (5) single point of contact with Department managers; and (6) problem/personnel issue resolution.

(a) The Contractor shall procure and maintain, at its sole cost and expense, any and all permits and/or licenses necessary, to fulfill and carry out all the provisions of this agreement.

(b) The Department will be responsible for the performance of program administration functions, including but not necessarily limited to: (1) on-site staff introduction and job orientation; (2) staff training; (3) overall project management; and (4) contract management. In the Department's sole discretion, the Department will provide office space for Contractor staff at the Department's office, including desks and chairs, filing cabinets, office supplies, access to office equipment including microcomputers, telephones, copy and fax machines, and access to the New York State computer systems.

(c) Within one (1) week of execution of this Agreement, Contractor's investigators will meet at the Department's offices with Department's staff, responsible for managing the welfare investigative services, (hereinafter the Orientation Meeting") for the following purposes:

1. Provide investigators with detailed information needed to plan and conduct the welfare investigative services.

2. Discuss and review welfare investigative services procedures as well as distribute and assign initial assignments.

3. Provide investigators with guidance on the Department's procedures and required training as same may relate to the welfare investigative services.

4. Discuss and review the Department and Contractor's respective responsibilities as detailed in this Agreement.

5. Establish a working relationship between Contractor's staff and Department's staff.

6. Within one (1) week of the Orientation Meeting, Contractor shall submit to the Department, for approval, a written memorandum summarizing any issues identified as same that relate to the welfare investigative services.

(d) The Department shall monitor the Contractor's provision of the Services. The Department will determine the methods, which it will utilize to monitor the Contractor's compliance with the Services requirement. Monitoring methods may include, but are not limited to, on-site reviews of Contractor's required recordkeeping documentation, establishment of a formal weekly or monthly reporting system, or establishment of monthly Department-Contractor meetings wherein Contractor's required recordkeeping activities are reviewed by the Department. The Department shall designate at least one (1) Department staff member as liaison between the Department and Contractor. It is expressly agreed and understood by the parties, that this monitoring provision is a material part of this Agreement. In the event Contractor fails and/or refuses to participate and assist the Department as provided herein, the Department may terminate this Agreement for Cause, as that term is defined below in paragraph 14.

(e) The Department will make information available to Contractor, including client case records, New York State and Department reports, automated system reports, and access to other information from Department staff, as solely deemed legal and appropriate by the Department.

5. Reports. The Contractor shall submit to the Department all investigative reports/worksheets in the format and by the method requested by the Department. In addition to the reports set forth below, the Contractor shall provide to the Department, upon request, additional reports, as deemed reasonably necessary. Each report will document all of the findings that are associated with the case file and subject.

(a) Monthly Investigator Progress Reports. The Contractor shall submit to the Department Monthly Investigative Progress Reports for each investigator which will include each investigator's activities and current status of each assignment. These reports will also identify any problems encountered, resolutions taken and any outstanding problems and suggested solutions.

(b) Monthly Supervisor Progress Report. By the tenth day of each month, the Contractor shall submit to the Department a report detailing the work performed by the Contractor and the progress made toward each assignment during the previous month. Specifically, the report will describe: the number of investigations opened in the previous month and year-to-date; the number of investigations completed in the previous month and year-to-date;

a calculation of monthly and year-to-date overpayments identified and overpayments recovered; documentation of investigative actions; reporting of factual information; preparation of subpoenas; providing testimony in Fair Hearings; providing testimony in court; activities related to the enforcement of a case, including case packaging, prosecution or other disposition and other investigation activities as needed; the activities of each investigator; the approximate amount of time devoted to each assignment; the status of each assignment and any changes in the expected completion; problems encountered and actions taken to resolve them; outstanding problems remaining and recommended solutions.

(c) Monthly meeting. Contractor shall have a representative meet with the Department on a monthly basis to review contract activities. Contractor's investigators shall continue to report verbally to the Department on a daily or weekly basis as instructed by the Department. Additionally, Contractor's investigators shall personally meet with Department staff to discuss the status of investigations as required. Contractor's investigators will continue to submit daily logs and weekly written reports in Department format, specifying the investigative work performed and time spent completing the work.

(d) Verbal Reports: Investigators will report verbally to the Department on a daily or weekly basis as instructed by the Department. Investigators will personally meet with Department staff to discuss the status of investigations as required.

(e) Final Report. When it has been determined that an investigation is complete, either due to all required factual information having been gathered or when the investigator, together with his supervisor, has determined that there are no further investigative steps to be taken, a final report will be submitted to the Department detailing the facts and conclusions of the investigation. The report should be well organized in a coherent standardized investigative format, said format to be determined by the Department. The final report is to be submitted within two days of the completion of the investigation.

(f) The Department may, from time to time, modify the weekly or monthly, verbal or written, reporting systems between the Contractor and the Department.

6. Payment. (a) Amount of Consideration. (i) The maximum amount that the County shall pay the Contractor as full consideration for the first year's services provided under this agreement shall not exceed \$685,000.00. (ii) The maximum amount that the County shall pay the Contractor as full consideration for the second year's services provided under this agreement shall not exceed \$767,750.00.

The following rate schedule shall be applicable for Services provided under this Agreement:

- (A) Daily rates for January 1, 2012 through December 31, 2012 shall be as follows:
- | | |
|-----------------------------|--------------|
| (I) Level 1 Investigators | \$255.00/day |
| (II) Level 2 Investigators | \$305.00/day |
| (III) Level 3 Investigators | \$395.00/day |

(B) Daily rates for January 1, 2013 through December 31, 2013 shall be as follows:

(I) Level 1 Investigators	\$265.00/day
(II) Level 2 Investigators	\$335.00/day
(III) Level 3 Investigators	\$425.00/day

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

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

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

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

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

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

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

9. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA) those relating to conflicts of interest, discrimination, a living wage, disclosure of information, agency financial controls disclosure, and vendor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of the terms of the HIPAA Business Associate Addendum and Appendix EE attached hereto and with the County's vendor registration protocol. In addition, if the Contractor is a not-for-profit corporation, by executing this Agreement, the Contractor certifies that it has completed, executed and submitted to the Comptroller an Agency Financial Controls Questionnaire. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

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

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

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

(d) Protection of Client Information. The Contractor will comply with all State, local and federal laws, rules and regulations concerning the protection and disclosure of information relating to clients, including, but not limited to, provisions of the New York State Social Services Law and the regulations promulgated thereunder and all State and federal Laws concerning confidentiality of medical information. The Contractor shall execute any agreements required by the Department to protect such information.

(e) Protection of Information Obtained in the Course of Performance. Information obtained by the Contractor in the course of performance under this Agreement is the property of the Department and may be disclosed only with the express permission of the Department or as required by law.

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

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

(c) Evidence obtained during the course of undercover operations is to be secured in a manner consistent with chain of custody evidentiary standards in accordance with New York State Law. The Contractor shall design and implement a suitable vouchering system for all evidence obtained during the course of undercover operations, subject to prior approval by the Department. In furtherance thereof, the Contractor shall submit to the Department its written plan fifteen (15) business days prior to implementation. The Department may, at any time, select another vouchering system for the Contractor to implement.

(d) In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to (i) in exchange for compensation paid at the rates set forth in, and pursuant to the terms of, this Agreement, assist the County in transitioning the Contractor's responsibilities under this Agreement, and (ii) in exchange for compensation paid at the rates set forth in, and pursuant to the terms of, this Agreement make available Contractor Agents as necessary for testimony or other related activity concerning information obtained during performance under this Agreement .

The provisions of this section shall survive the termination of this Agreement.

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

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

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

The provisions of this Section shall survive the termination of this Agreement.

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

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

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

13. 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.

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

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

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

Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

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

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

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

(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.

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

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

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

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

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

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

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

21. 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.

22. 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.

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

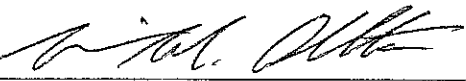
24. Executory Clause. Notwithstanding any other provision of this Agreement:

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

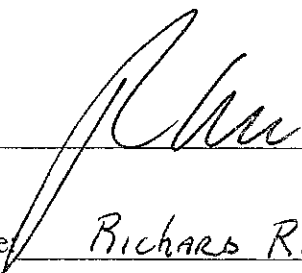
(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from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

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

SUMMIT SECURITY SERVICES, INC.

By: 
Name: Nicholas M. Auletta
Title: Co- President
Date: December 7, 2012

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 2/1/13

PLEASE EXECUTE IN BLUE INK

Docs 109062

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

On the 7th day of December in the year 2012 before me personally came Nicholas M. Auletta to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the Co-President of Summit Security Services, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

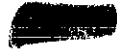
Pamela J. Woulfe
PAMELA J. WOULFE
Notary Public, State Of New York
No. 01WO6094221
Qualified In Nassau County
Commission Expires June 16, 20 15

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

On the 1 day of FEBRUARY in the year 2012 before me personally came Richard R. 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

CONGETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259025
Qualified in Nassau County
Commission Expires April 02, 2016



Appendix EE

Equal Employment Opportunities for Minorities and Women

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

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

- (a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- (c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.
- (e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.
- (f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.
- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

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

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

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

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of

materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Nicholas M. Auletta

(Name)

390 RXR Plaza, Uniondale, NY 11556

(Address)

516 240 - 2400

(Telephone Number)

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

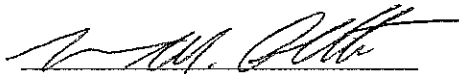
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational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

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

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

December 7, 2012

Dated



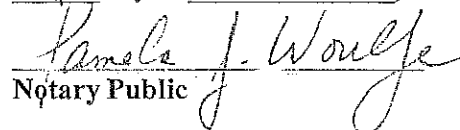
Signature of Chief Executive Officer

Nicholas M. Auletta

Name of Chief Executive Officer

Sworn to before me this

7th day of December, 2012.


Notary Public

PAMELA J. WOULFE
Notary Public, State Of New York
No. 01WO6094221
Qualified In Nassau County
Commission Expires June 16, 20 15

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is made part of the Contract for Services to which it is attached (as the same may be amended, modified, or supplemented the "Agreement") by and between Summit Security Services, Inc. (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Social Services (collectively, the "County").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information, which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

WHEREAS, the Contractor requires access to such PHI to effectively perform the Services;

WHEREAS, the County is required by the Privacy Rule promulgated pursuant to HIPAA to have a written agreement with the Contractor with respect to the use and disclosure of PHI; and

WHEREAS, the parties desire to enter into this Addendum to set forth the terms and conditions pursuant to which the PHI will be handled by the Contractor and certain third parties, as applicable, during the duration of the Agreement of which it is a part, and upon that Agreement's termination, cancellation, expiration, or other conclusion.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt of which is hereby mutually acknowledged, the parties hereby agree as follows:

ARTICLE I. DEFINITIONS

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in the Privacy Rule at 45 CFR §§160.103 and 164.501.

Section 1.01 Business Associate. "Business Associate" shall have the meaning set forth in 45 C.F.R. §160.103.

Section 1.02 Designated Record Set. "Designated Record Set" shall have the meaning set forth in 45 C.F.R. §164.501.

Section 1.03 HHS. "HHS" shall mean the U.S. Department of Health and Human Services, or any successor agency thereto.

Section 1.04 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

Section 1.05 Privacy Officer. "Privacy Officer" shall have the meaning set forth in 45 C.F.R. §164.530(a)(1).

Section 1.06 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information provided at 45 CFR Part 160 and Part 164.

Section 1.07 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 164.501.

Section 1.08 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.501.

Section 1.09 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee, or their respective successors.

Section 1.10 Standard Transactions. "Standard Transactions" shall have the meaning set forth in 45 C.F.R. §162.103.

ARTICLE II. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR

Section 2.01 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part thereof. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate the Privacy Rule if done by the County. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

Section 2.02 Use and Disclosure for Management and Administration Purposes. In addition to the uses and disclosures described above, the Contractor may:

(a) use PHI for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor provided that such uses are permitted under applicable state and federal laws;

(b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained

from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

- (i) i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and
- ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

ARTICLE III. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI

Section 3.01 Contractor's Responsibilities. With respect to any use and/or disclosure of PHI, the Contractor hereby agrees that it shall:

- (a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;
- (b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;
- (c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information either reasonably requests;
- (d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;
- (e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this

(b) notify the Contractor, in writing, of any amendment(s) to PHI in the possession of the Contractor that the Contractor shall make and inform the Contractor of the time, form, and manner in which such amendment(s) shall be made; and

(c) notify the Contractor, in writing, of any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted.

ARTICLE V.COMPLIANCE WITH STANDARD TRANSACTIONS

Section 5.01 Compliance with Standard Transactions by the Contractor. If the Contractor conducts in whole or in part Standard Transactions for or on behalf of the County, the Contractor shall:

(a) comply and require all subcontractors and agents of the Contractor to comply with each applicable requirement of 45 C.F.R. Part 162; and

(b) not enter into, or permit its subcontractors or agents to enter into, any trading partner addendum or agreement in connection with the conduct of Standard Transactions for or on behalf of the County that:

- i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;
- ii) adds any elements or segments to the maximum defined data set;
- iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or
- iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

ARTICLE VI.TERMS AND TERMINATION

Section 6.01 Term. This Addendum shall become effective as of the date of the last signature to this Addendum, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the Department, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 6.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 6.4.

Section 6.02 Termination by the County. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

Section 6.03 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole respective discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. The County in such case shall: (i) provide the Contractor with written notice of the existence of an alleged material breach; and (ii) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

Section 6.04 Effect of Termination. Upon the termination, cancellation, or any other conclusion of the Agreement, the Contractor shall, if feasible, return to the County or destroy all PHI, in whatever form or medium, pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(I), including, but not limited to, PHI in the possession of its subcontractors and/or agents, within thirty (30) days of the effective date of the termination, cancellation, or other conclusion of the Agreement.

(a) Once all PHI in the Contractor's possession or control, including, but not limited to, PHI in the possession or control of its subcontractors and/or agents, has been returned to the County or destroyed, the Contractor shall provide a written certification to the County regarding the return or destruction of such PHI within such thirty (30) day period. Such certification shall be relied upon by the County as a binding representation; and

(b) if the Contractor believes that return or destruction of PHI in its possession and/or in the possession of its subcontractors or agents is infeasible, the Contractor shall notify the County of such infeasibility in writing. Said notification shall include, but not be limited to: (i) a statement that the Contractor has, in good faith, determined that it is infeasible to return or destroy the PHI in its possession and/or in the possession of its subcontractors or agents, as applicable, (ii) identification of the PHI that the Contractor believes it is infeasible to return or destroy, and (iii) the specific reasons for such determination. In addition to providing such notification, the Contractor shall certify within such thirty (30) day period that it will and will require its subcontractors or agents, as applicable, to limit any further uses and/or disclosures of such PHI to the purposes that make the return or destruction of the PHI infeasible.

ARTICLE VII. INDEMNIFICATION

Section 7.01 Indemnity. The Contractor agrees to indemnify and hold harmless the County and any of its affiliates, officers, directors, employees, attorneys, or agents (collectively, "Indemnitees") from and against any claim, cause of action, liability, damage, cost, or expense, including attorneys' fees and court or proceeding costs, and the fees and costs of enforcement of the indemnification rights provided herein, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Addendum by the Contractor or any subcontractor, agent, person, or entity under the Contractor's control.

Section 7.02 Control of Defense. If any Indemnitees are named a party in any judicial, administrative, or other proceeding arising out of or in connection with any use or disclosure of PHI by the Contractor or any subcontractor, agent, Individual, or organization under the Contractor's control, and such use or disclosure of PHI was not permitted by this Addendum, then any Indemnatee shall have the option at any time either: (i) to tender defense to the Contractor, in which case the Contractor shall provide qualified attorneys, consultants, and other appropriate professionals to represent the Indemnatee's interests at the Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case the Contractor shall be responsible for and pay the fees and expenses of such attorneys, consultants, and other professionals.

Section 7.03 Control of Resolution. The Indemnitees shall have the sole right and discretion to settle, compromise, or otherwise resolve any and all claims, causes of actions, liabilities, or damages against them, notwithstanding that the Indemnitees may have tendered their defense to the Contractor. Any such resolution will not relieve the Contractor of its obligation to indemnify the Indemnitees under this Section.

ARTICLE VIII. CONFIDENTIALITY

This Addendum does not affect any other obligations in the Agreement to the extent not inconsistent herewith or not involving the confidentiality, use, or disclosure of PHI. This Addendum, however, does supercede all other obligations in the Agreement to the extent they are inconsistent herewith and involve the confidentiality, use, or disclosure of PHI.

ARTICLE IX. MISCELLANEOUS

Section 9.01 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 6.4, and 7, solely with respect to PHI the Contractor retains in accordance with Section 6.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely.

Section 9.02 Amendments. The Agreement (including the terms of this Addendum) may not be modified, nor shall any provision of the Agreement be waived or amended, except in a writing duly signed by authorized representatives of the parties and expressly referencing the Agreement. Notwithstanding anything in the Agreement to the contrary, to the extent that the Privacy Rule, or any other applicable privacy law are materially amended, updated, or revised following the execution of this Addendum, the parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and HIPAA.

Section 9.03 No Third Party Beneficiaries. Nothing contained in the Agreement (including, but not limited to, this Addendum), whether express or implied, is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns of the parties, any rights, remedies, obligations, or liabilities whatsoever in relation to the disclosure or use of PHI.

Section 9.04 Disputes. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

Section 9.05 Regulatory References. Any reference to any part or section of the CFR shall include such part or section as drafted upon the execution date of this Addendum and as it is subsequently updated, amended, supplemented, superceded, or revised.

9.6 Conflicts. Any conflicts or inconsistencies between the terms in this Addendum and terms in other parts of the Agreement shall be resolved in favor of the terms in this Addendum.

9.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of _____, 2012.

NASSAU COUNTY

By: _____

Print Name: Richard E. Walker

Title: Chief Deputy County Executive

Date: 2/1/13

Summit Security Services, Inc.

By: _____

Print Name: Nicholas M. Auletta

Title: Co-President

Date: December 7, 2012

Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

(f) provide the Secretary of HHS with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for compliance investigations;

(g) within ten (10) days of receipt of a written request, provide the County with access to all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI for purposes of enabling the County to determine the Contractor's compliance with the terms of this Addendum. Such access shall be at the Contractor's place of business during normal operating hours;

(h) within five (5) days of receipt of a written request from the County, provide the County with such information as is requested to permit it to respond to a request by an Individual for an accounting of disclosures of all PHI related to the Individual;

(i) subject to Section 6.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

(j) disclose to its subcontractors, agents, and any other third parties, and request from the County, only the minimum PHI necessary to conduct or fulfill a specific function authorized hereunder.

Section 3.02 Responsibilities of the Contractor with Respect to Access, Amendment, Restrictions, and Accounting of Disclosures of PHI. The Contractor hereby agrees to do the following with respect to providing access to PHI, amending inaccuracies contained in PHI, restrictions regarding PHI, and accounting for disclosures of PHI in its possession:

(a) at the request of, and in the time and manner designated by the County, provide access to any PHI contained in a Designated Record Set to the County or to the Individual who is the subject of such PHI or his or her authorized representative, as applicable, to satisfy a request for inspection and/or copying under 45 C.F.R. § 164.524;

(b) at the request of, and in the time and manner designated by the County, make any amendment(s) that the County so directs, or permit the County access to amend, any portion of the PHI pursuant to 45 C.F.R. § 164.526 to allow the County to comply with the Privacy Rule;

(c) at the request of, and in the time and manner designated by the County, comply with any restrictions that the County has agreed to adhere to with regard to the use and disclosure of PHI of any Individual that materially affects and/or limits the uses and disclosures which are otherwise permitted; and

(d) record each disclosure that the Contractor makes of PHI for the County to respond to an Individual's request for an accounting in accordance with 45 C.F.R. §164.528. Such record shall include, but not be limited to: (i) the date of disclosure; (ii) the name and address of the Individual or organization to whom the disclosure was made; (iii) a description of the PHI disclosed; and (iv) a statement of the purpose for the disclosure (collectively the "disclosure information"). If the Contractor makes repeated multiple disclosures of PHI to the same person or entity for a single purpose, the Contractor may provide: (i) the disclosure information for the first disclosure; (ii) the frequency, periodicity, or number of these repetitive disclosures; and (iii) the date of the last of these repetitive disclosures. Such disclosure information must be kept by the Contractor for a period of not less than six (6) years from the date of disclosure.

ARTICLE IV. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI

Section 4.01 Responsibilities of the County. With respect to any use and/or disclosure of PHI, the County hereby undertakes to do the following to the extent material to the PHI held by the Contractor:

(a) *inform the Contractor of any changes in the County's Notice of Privacy Practices (the "Notice"), which the County provides to Individuals pursuant to 45 C.F.R. §164.520, and provide the Contractor a current copy of such Notice and a copy of all updated versions thereof prior to their effective date;*

(b) inform the Contractor of any changes in, or withdrawal of, any relevant authorization provided to the County by Individuals pursuant to 45 C.F.R. §164.508, which impact the Contractor under the Agreement;

(c) inform the Contractor of any applicable decisions made by any Individual to opt-out of allowing his or her PHI to be used for fundraising activities of the County pursuant to 45 C.F.R. §164.514(f), which impact the Contractor under the Agreement; and

(d) notify the Contractor, in writing, of any arrangements permitted or required under 45 C.F.R. parts 160 and 164, which impact the use and/or disclosure of PHI by the Contractor under the Agreement, including, but not limited to, restrictions on use and/or disclosure of PHI as provided for in 45 C.F.R. §164.522 agreed to by the County.

Section 4.02 Responsibilities of the County with Respect to Access, Amendment, Restrictions and Accounting of Disclosures of PHI. The County hereby agrees to do the following regarding access to PHI, amendments to inaccuracies contained in PHI, and restrictions regarding PHI in the Contractor's possession, to the extent material to the PHI held by the Contractor:

(a) notify the Contractor, in writing, of any PHI that the County seeks to make available to an Individual pursuant to 45 C.F.R. § 164.524 and the time, manner, and form which the Contractor shall provide such access;



Contract Details

SERVICE Investigation Services

NIFS ID #: CLSS14000017 NIFS Entry Date: 1/27 /14 Term: from 01/01/14 to 12/31/14

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

Agency Information

Vendor	
Name Summit Security Services, Inc.	Vendor ID#132896421
Address 390 Rexcorp Plaza Uniondale, New York 11556	Contact Person Kimberly Bentley E-mail kbentley@summitsecurity.com Phone 631 227-3182 Fax: 516 542-1285

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd. Phone 516 227-7748

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)	1/28/14	<i>[Signature]</i>	
	OMB	NIFS Approval	1/31	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
2/10/14	County Attorney	CA RE & Insurance Verification	2/10/14	<i>[Signature]</i>	
2/10/14	County Attorney	CA Approval as to form	2/10/14	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4/10/14	County Attorney	NIFS Approval	2/10/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval	3/4/14	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	5/8/14	<i>[Signature]</i>	

116302



Contract Summary

Description: Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: FEDERAL 50% State 25% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	20
Resp:	2100
Object:	DE500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$193,857.00
Federal	\$387,714.00
State	\$193,857.00
Capital	\$
Other	\$
TOTAL	\$775,428.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	SSGEN2100/DE500	\$775,428.00
4		\$
5		\$
6	<i>Q. Amato 2/19/14</i>	\$
TOTAL		\$775,428.00

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>[Signature]</i>
Name <i>J. Lian</i>	Name <i>Stefano Lian</i>	Date <i>5/8/14</i>
Date <i>3/4/14</i>	Date <i>3/4/14</i>	<i>(For Office Use Only)</i>
		E #:

116302

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 Summit Security Services, Inc.

CONTRACTOR ADDRESS 390 Rexcorp Plaza, Uniondale, New York 1156

FEDERAL TAX ID 132896421

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

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

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

The Contract was entered into after a written request for proposals was issued on _____ [date].
Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement,
posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were
due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted
of: _____

_____ [list members]. The proposals were
scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on FEBRUARY 1, 2013 [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after AN RFP WAS ISSUED.

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

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

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

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

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.


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

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

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

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature
1-28-14
Date

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

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

116317



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

Contractor Evaluation Form

Contract Number:

Contract Name: SUMMIT SECURITY SERVICES, INC.

Service Provided:

Evaluation Period: From: January 1, 2013 To: October 31, 2013

Evaluator's Name, Title, Phone #: SCOT SKRYNECKI, DIRECTOR OF INVESTIGATIONS

Date: 10/19/13

Please evaluate the contractor's performance for the evaluation period. Upon completing factors (a) through (e), provide your overall assessment of contractor performance and answer the final question. Definitions of the rating scale and rating factors are provided on the back of this form. Additional comments may be provided on a separate sheet.

RETURN THE COMPLETED FORM TO VIRGINIA WEBB, PLANNING & RESEARCH 227-7452

PERFORMANCE EVALUATION FACTORS	Unsatisfactory 1	Poor 2	Fair 3	Good 4	Excellent 5
a. Quality of Service					/
b. Timeliness of Service					/
c. Cost Effectiveness					/
d. Responsiveness to DSS Requests					/
e. Number of Complaints					/
f. Problem Resolution					/
Overall Performance Evaluation					

Do you recommend the contractor for future contracts? Yes No

If rated 3 or lower & Yes checked, please explain below:

\$ 3.4 Million in savings achieved by Summit
Security Investigators in 2013.

COUNTY OF NASSAU

Inter-Departmental Memo

To: Budget Office

From: Michael A. Kanowitz
Planning & Research
Department of Social Services

Date: January 28, 2014

Subject: Summit Security Services, Inc.

Pursuant to Section 32 (a) of the Collective Bargaining Agreement, Nassau Local 830 CSEA was notified of this Department's interest in contracting with the above vendor.

Attached please find a letter to Glen Tuifel, Assistant to the President of Nassau Local 830 CSEA notifying him of the above fact.

Also attached is a letter dated January 9, 2014, from CSEA, objecting to the contract. Further attached is a letter from the Department dated January 15, 2014 indicating the Department's availability to discuss the matter. The Department has forwarded the matter to Keith Cromwell of the Office of Labor Relations for the appropriate response.

Therefore, this Department is proceeding with the contract process.

MAK
Att.
116336



EDWARD P. MANGANO
COUNTY EXECUTIVE



JOHN E. IMHOF, PhD
COMMISSIONER

NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7474 Fax: 516-227-8432
Web: <http://www.nassaucountyny.gov/>

January 7, 2014

Glen Tuifel
Assistant to the President
Nassau Local 830 CSEA
400 County Seat Drive
Mineola, New York 11501

Re. – Contract: Summit Security Services, Inc.
Investigation Services

Dear Mr. Tuifel:

Pursuant to section 32 (a) of the Collective Bargaining Agreement, this letter is to advise you that the Department of Social Services is considering entering (renewing or **amending**) the contractual services with the above vendor.

If you wish to meet to discuss alternatives to this matter, please do not hesitate to contact me at (516) 227-7452.

Sincerely,

A handwritten signature in cursive script, reading "Michael A. Kanowitz".
Michael A. Kanowitz
Planning & Research

ENCLOSURE

cc: Allison Hertling
Office of Labor Relations

13792

116057

The Civil Service Employees Association, Inc.
Local 1000, American Federation of State, County and Municipal Employees, AFL-CIO



Jerry Laricchiuta
PRESIDENT

January 9, 2014

Ron Gurrieri
Exec. Vice Pres.

Scott Mulholland
Vice Pres.

Kenneth Nicholson
Vice Pres.

Lynne Kramer
Vice Pres.

Marla Rowe
Vice Pres.

Robert Arciello
Vice Pres.

Ernest Jackson
Vice Pres.

Robert Campo
Vice Pres.

Gary Volpe
Vice Pres.

Ana O'Gorman
Vice Pres.

Barbara Lang
Vice Pres.

Richard Dopkin
Vice Pres.

Nancy Ianson
Secretary

Debra O'Connell
Treasurer

Paul Broderick, Deputy Commissioner
Nassau County Dept. of Social Services
60 Charles Lindbergh Blvd.
Uniondale, N.Y. 11553-3686

Re: Contract: Summit Security Services, Inc. Investigative Services

Dear Paul Broderick:

Please allow this letter to serve as a response to the Nassau County letter of January 7, 2014, regarding the above mentioned assignment of CSEA Unit work to persons not in the CSEA Unit.

Your notification of intent to subcontract fails to offer sufficient detail of the "County's needs" pursuant to Section 32-3 of the CSEA/County C.B.A.

Notwithstanding the lack of sufficient detail provided by the County regarding said proposed subcontract and pursuant to Section 32-3(b) of the C.B.A., CSEA proposes as an "alternative to satisfy the County's needs", that current or anticipated County employees (who are or would be CSEA bargaining unit members), perform the duties requested in the proposed subcontract.

Further, due to the fact that Class Specifications of the Nassau County Civil Service allow for civil servants and therefore *CSEA Bargaining Unit Employees* to perform said proposed tasks, it is only logical and in "Good Faith" that County employees be allowed to "satisfy the County's needs", thereby avoiding "the unnecessary assignment of CSEA unit work to persons not in the CSEA Unit", (section 32-1 of the C.B.A.).

Finally, pursuant to Section 32-3, I am ready, willing and able to meet with you at your earliest convenience to meet and confer with respect to CSEA's proposals.

Please immediately advise as to your availability.

Thank you for your anticipated cooperation. If you have any questions, please feel free to contact me.

Very Truly Yours,

A handwritten signature in dark ink, appearing to read "Richard Dopkin".
Richard Dopkin
Vice President
CSEA Local 830

Cc: Jerry Laricchiuta, President, CSEA Local 830
Jason Perkowski, Unit President
File



NASSAU COUNTY
DEPARTMENT OF SOCIAL SERVICES
60 CHARLES LINDBERGH BLVD., SUITE 160
UNIONDALE, NEW YORK 11553-3686
Phone: 516-227-7460 Fax: 516-227-8363
Web: <http://www.nassaucountyny.gov/>

January 15, 2014

Richard Dopkin
CSEA Local 830 Unit
President Assessment/ARC Unit
VP CSEA Local 830
400 County Seat Drive
Mineola, New York 11501

Subject: Proposed 2014 DSS contracts:

- Economic Opportunity Commission of Nassau County, Inc. (EOC); Subsidized Employment Program (SEP); no-cost extension
- National Association on Drug Abuse (NYS), Inc. (NADAP); TANF employment services; amendment to renew
- Summit Security Services, Inc. Investigative Services
- Family Focus Adoption Service, Adoption Services

Dear Mr. Dopkin:

DSS is in receipt of your correspondence of January 9, 2014, concerning the Department's notification of its intent to contract with the above vendors, pursuant to section 32(a) of the Collective Bargaining Agreement. In your correspondence, you indicate your willingness to meet with DSS for further discussion

DSS is available to discuss this topic at your convenience. If you wish to meet to discuss this matter further, please do not hesitate to contact Thomas Brooks at (516) 227-7460 or Thomas.Brooks@hhsnassaucountyny.us.

Sincerely yours,

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

Thomas A. Brooks
Management Analyst III
Planning and Research / Quality
Management

Att.
cc: Jason Perkowski, DSS Unit President
Keith Cromwell, OLR

AMENDMENT NO. I

This AMENDMENT, dated as of January 1, 2014, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcort Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 (the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2013 with an option to renew under the same terms and conditions for four (4) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Six Hundred Eighty Five Thousand Dollars and 00/100 (\$685,000.00) for the first year's services, and Seven Hundred Sixty Seven Thousand Seven Hundred Fifty Dollars and 00/100 (\$767,750.00) for the second year's services, totaling, One Million Four Hundred Fifty Two Thousand Seven Hundred Fifty Dollars and 00/100 (\$1,452,750.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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 December 31, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Two Million Two Hundred Twenty

Eight Thousand One Hundred Seventy Eight Dollars and 00/100 (\$2,228,178.00) (the "Amended Maximum Amount").

3. Daily Rates. Section 6, Payment, of the Original Agreement, shall be amended to add Subparagraph (a)(ii)(C) which shall read:

(C) Daily Rates for January 1, 2014 through December 31, 2014 shall be as follows:

(I)	Level 1 Investigators	\$267.65
(II)	Level 2 Investigators	\$338.35
(III)	Level 3 Investigators	\$429.25

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

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.

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

SUMMIT SECURITY SERVICES, INC

By: 

Name: Nicholas M. Auletta

Title: Vice President

Date: 1/23/2014

NASSAU COUNTY

By: 

Name: Richard R. Walker
Chief Deputy County Executive

Title: Deputy County Executive

Date: 5/8/14

PLEASE EXECUTE IN BLUE INK

83282

116043

STATE OF NEW YORK)

)SS.:

COUNTY OF NASSAU)

On the 8 day of May in the year 2014 before me personally came Richard K. Walter 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.

Cornelia A. Petrucci

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE8259026
Qualified in Nassau County
Commission Expires April 02, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of JANUARY in the year 2014 before me personally came NICHOLAS M. AULETTA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; that he or she is the VICE-PRESIDENT of SUMMIT SECURITY SERVICES, INC., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Laurel R. Greenberg
NOTARY PUBLIC

SUSAN A. GREENBERG
Notary Public, State of New York
No. 01GR6090749
Qualified in Nassau County
Commission Expires: APRIL 21, 2015

SECRET

**Contract Details****SERVICE Investigation Services**

NIFS ID #: CLSS15000003

NIFS Entry Date: 12/15 /14___ Term: from 01/01/15 to 12/31/15

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

1) Mandated Program:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input 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 Summit Security Services, Inc.	Vendor ID#132896421
Address 390 Rexcorp Plaza Uniondale, New York 11556	Contact Person Kimberly Bentley E-mail kbentley@summitsecurity.com Phone 631 227-3182 Fax: 516 542-1285

County Department
Department Contact Michael A. Kanowitz
Address 60 Charles Lindbergh Blvd.
Phone 516 227-7452

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"/> <input type="checkbox"/>	<i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<i>William Cote</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
1/26/15	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
1/26/15	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<i>[Signature]</i>	
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>		
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	County Attorney	NIFS Approval	<input type="checkbox"/>	<i>[Signature]</i>	
	Comptroller	NIFS Approval	<input checked="" type="checkbox"/>	<i>[Signature]</i>	3/2/15
	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	<i>[Signature]</i>	

116302



Contract Summary

Description: Contract Investigation Services
Purpose: The vendor will conduct investigations of fraud & abuse within programs such as Temporary Assistance for Needy Families, Safety Net, Food Stamps, Medical Assistance, Child Care, as well as fraud among service providers and the location of delinquent parents to enforce child support obligations.
Method of Procurement: RFP
Procurement History: We had been contracting with Iversen & Biondo since 2005. Iversen & Biondo was taken over by Summit Security Services effective May 1, 2009. All requested documentation was provided and it was approved to continue the contract with Summit Security Services.
Description of General Provisions: The services to be provided by the Contractor under this Agreement shall consist of investigative services requested by the County to identify payments to which recipients or service providers are not entitled, or potential fraud in the provision or receipt of, or application for, benefits, services, or payments administered by the Nassau County Department of Social Services (the Department).
Impact on Funding / Price Analysis: FEDERAL 50% State 25% County 25%
Change in Contract from Prior Procurement: No Change
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	20
Resp:	2100
Object:	DE500
Transaction:	CQ

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$193,857.00
Federal	\$387,714.00
State	\$193,857.00
Capital	\$
Other	\$
TOTAL	\$775,428.00

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	SSGEN2100/DE500	\$775,428.00
5		\$
6		\$
	TOTAL	\$775,428.00

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 _____
Name _____	Name _____	Date _____
Date _____	Date _____	(For Office Use Only)
		E #:

116302

PR5254 (8/04)

AMENDMENT NO. II

This AMENDMENT, dated as of January 1, 2015, (together with the exhibit hereto, this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Social Services, having its principal office at 60 Charles Lindbergh Blvd., Uniondale, New York 11553 (the "Department"), and (ii) Summit Security Services, Inc., a for-profit corporation, having its principal office at 390 Rexcorp Plaza, Uniondale, New York 11556 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQSS12000141 between the County and the Contractor, executed on behalf of the County on February 1, 2013 as amended by the amendment executed on behalf of the County on May 8, 2014 (as so amended the "Original Agreement"), the Contractor provides Investigation services for the County, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services");

WHEREAS, The term of this Agreement is from January 1, 2012 through December 31, 2014 with an option to renew under the same terms and conditions for three (3) additional one (1) year periods. (the "Original Term");

WHEREAS; the Maximum Amount that the County agreed to reimburse the Contractor for Services under the Original Agreement was Two Million Two Hundred Twenty Eight Thousand One Hundred Seventy Eight Dollars and 00/100 (\$2,228,178.00) (the "Maximum Amount"); and

WHEREAS; the County and the Contractor desire to renew the Original Agreement

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 December 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Seven Hundred Seventy Five Thousand Four Hundred Twenty Eight Dollars and 00/100 (\$775,428.00), payable for Services rendered during the renewal term, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be Three Million Three Thousand Six Hundred Six Dollars and 00/100 (\$3,003,606.00) (the "Amended Maximum Amount").

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

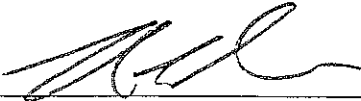
2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

3. The third part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

4. The fourth part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

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

SUMMIT SECURITY SERVICES, INC

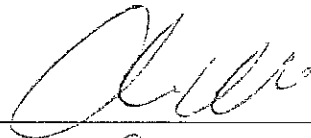
By: 

Name: Nicholas M. Auletta

Title: Vice President

Date: December 8, 2014

NASSAU COUNTY

By: 

Name: Charles Robert

Title: Deputy County Executive

Date: 3/27/14

PLEASE EXECUTE IN BLUE INK

83282

120920

3. Daily Rates. Section 6. Payment. Subparagraph (a)(ii)(C) of the Original Agreement, shall be amended and shall now read:

(C) Daily Rates for January 1, 2015 through December 31, 2015 shall be as follows:

(I)	Level 1 Investigators	\$267.65
(II)	Level 2 Investigators	\$338.35
(III)	Level 3 Investigators	\$429.25

The daily rates are inclusive of all Contractor expenses, including but not limited to research charges, travel expenses, payments to doctors for office visits and equipment. Contractor agrees that Contractor and Contractor Agents will maintain accurate records of time expended in a form acceptable to the County. Experience and staffing levels for investigators are further defined in Section 3 above.

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.

(THE BALANCE OF THIS PAGE LEFT INTENTIONALLY BLANK)

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 8th day of DECEMBER in the year 2014 before me personally came NICHOLAS M. AULETTA to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [REDACTED]; 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

Susan A. Greenberg
SUSAN A. GREENBERG
Notary Public, State of New York
No. 01GR6090749
Qualified in Nassau County
Commission Expires: APRIL 21, 2015

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 23rd day of March 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 the Deputy County Exec. of Nassau County, 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

Concetta A. Petrucco

CONCETTA A. PETRUCCO
Notary Public, State of New York
No. 01GR6325023
Qualified in Nassau County
Commission Expires April 02, 2016

[REDACTED]