

Contract ID#: CQHE13000023-4Department: Health

E-6-17

**Contract Details**SERVICE: Transportation Mgmt.NIFS ID #CLHE16000007NIFS Entry Date: 11/9/2016 Term: from: 9/1/2016 - 8/31/2017

E-6-17

New <input type="checkbox"/> Renewal <input checked="" 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 type="checkbox"/> No <input checked="" 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 <b>Servisair LLC</b>	Vendor ID# <b>11-3319570</b>	Department Contact <b>Ginny Mundy</b>	
Address <b>2150 Smithtown Ave. Ronkonkoma, NY 11779</b>	Contact Person <b>Michael Maddi</b>	Address <b>200 County Seat Drive Mineola, NY 11501</b>	
	Phone <b>516-528-0862</b>	Phone <b>516-227-8589</b>	

**Routing Slip**

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
11/9/16	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	11/9/16	T. Mason	
11/23/16	OMB	NIFS Approval (Contractor Registered)	11/23/16	Joseph M. G. [Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/1/16	County Attorney	CA RE & Insurance Verification	12/1/16	D. Guato	
12/1/16	County Attorney	CA Approval as to form			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
	County Attorney	NIFS Approval			
	Comptroller	NIFS Approval			
1/3/17	County Executive	Notarization Filed with Clerk of the Leg.	1/3/17	[Signature]	

RECEIVED  
CLERK OF THE LEGISLATURE  
NASSAU COUNTY  
JAN 17 2017

7-13-11

8-13-11



## Contract Summary

<b>Description:</b> Transportation Management Services
<b>Purpose:</b> To provide NY State mandated transportation services to approximately 1,700 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State.
<b>Method of Procurement:</b> RFP in May 2012. While Servisair net cost was \$12,000 higher than the lowest bidder, the intangible cost of transitioning to a new vendor as well as the \$60,000 savings for liquidated damages in 2010 more than mitigates the higher cost.
<b>Procurement History:</b> This contractor has provided these services in a satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health.
<b>Description of General Provisions:</b> Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of Transportation regulations and other applicable laws.
<b>Impact on Funding / Price Analysis:</b> \$396,179.00 for the fourth year with 59.5% State reimbursement and 40.5% County
<b>Change in Contract from Prior Procurement:</b> \$11,540.00-3% increase over last year as per RFP.
<b>Recommendation: (approve as submitted)</b> Approved as Submitted.

## Advisement Information


BUDGET CODES	
Fund:	GEN
Control:	HE54
Resp:	5400
Object:	PP760
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$160,452.00
Federal	\$
State	\$235,727.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 396,179.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3		\$
4	HEGEN5400/PP760	\$ 396,179.00
5		\$
6		\$
<b>TOTAL</b>		<b>\$396,179.00</b>

Document Prepared By: Ginny Mundy 227-8589Date: 11/9/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date <u>11/3/17</u>
Date	Date	(For Office Use Only)
		<b>E #:</b>





## Nassau County Interim Finance Authority

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

1. Vendor: Servisair LLC CLHE16000007

2. Dollar amount requiring NIFA approval: \$ 396,179.00

Amount to be encumbered: \$ 396,179.00

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 9/1/2016-8/31/2017

Has work or services on this contract commenced? ☒ Yes ☐ No

If yes, please explain: NYS approved services for children who require transportation for CB prog

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)  
☐ Capital Improvement Fund (CAP) Federal %           
☐ Other State % 59.5  
County % 40.5

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

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

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

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

To Provide transportation management to approximately 1,700 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State.

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

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

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

N/A

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

N/A



## AUTHORIZATION

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

Signature Roseann Ballin Title \_\_\_\_\_ Date 11/29/16

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
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Print Name \_\_\_\_\_

**NIFA**

Amount being approved by NIFA: \_\_\_\_\_

Signature	Title	Date
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Print Name \_\_\_\_\_

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

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

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





George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Servisair, LLC

CONTRACTOR ADDRESS: 2150 Smithtown Avenue, Ronkonkoma, NY 11716

FEDERAL TAX ID #: 11-3319570

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

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

**II. ☐ The contractor was selected pursuant to a Request for Proposals.**  
The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ and on the County procurement website. Proposals were due on \_\_\_\_\_. \_\_\_\_\_ ( ) proposals were received and evaluated. The evaluation committee consisted of: . The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

The contract was originally executed by Nassau County on February 7, 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 RFP (HE0502-1214) on May 8, 2012 and made aware of the RFP by County Website and a published Newsday classified ad [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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



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

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

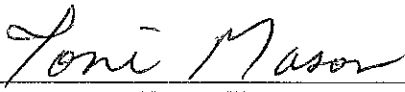
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

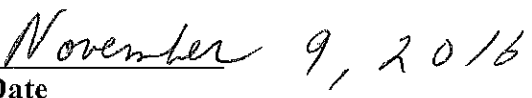
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 09/15





**NASSAU COUNTY**  
**DEPARTMENT OF HEALTH**  
**106 CHARLES LINDBERGH BLVD.**  
**UNIONDALE, NY 11553**

## Contractor Evaluation Form

Contract Number: CQH13000023-2

Contract Name: Servisair, LLC

Service Provided: Transportation Management

Evaluation Period: From: 9/1/2015 To: 8/31/2016

Evaluator's Name, Title, Phone #: Linda Rennie, PHN V, 516.227.8648

Date: November 9, 2016

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.

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

Do you recommend the contractor for future contracts? Yes No





## Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embraces service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to NCDOH Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
  - Is the vendor pro-active in anticipating and avoiding or mitigating problems?
  - Does the vendor satisfactorily overcome or resolve problems?
  - Does the vendor provide prompt notification of problems to NCDOH?
  - Does the vendor provide effective solutions?
  - Does the vendor take prompt corrective action?
-



## Exhibit A





COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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

NO

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

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

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

Vendor: SWISSPORT SA LLC

Dated: AUGUST 15, 2016

Signed: [Signature]

Print Name: MICHAEL MADDI

Title: DIRECTOR



## Exhibit B







COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

NONE

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

NONE

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

NONE



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

NONE

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

NONE



6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client.

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

NONE

I understand that copies of this form will be sent to the Nassau County Department of Information Technology ("IT") to be posted on the County's website.

I also understand that upon termination of retainer, employment or designation I must give written notice to the County Attorney within thirty (30) days of termination.

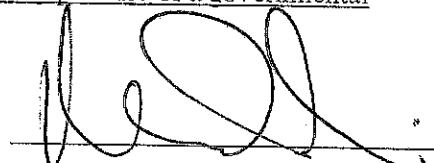
VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

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

Dated:

8/15/16

Signed:



Print Name:

MICHAEL MADSEN

Title:

DIRECTOR



The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including but not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation; rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items, editorials or other comment, or paid advertisements; persons who participate as witnesses, attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by § 102 of the New York State Administrative Procedure Act.





## PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Michael Maddi  
Date of birth 07 / 10 / 1951  
Home address 2339 Warren Ave  
City/state/zip N. Bellmore, N.Y. 11710  
Business address 2150 Smithtown Ave  
City/state/zip Ronkonkoma, N.Y. 11779  
Telephone 631-737-0600  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone 516-528-0862  
List of other addresses and telephone numbers attached \_\_\_\_\_

2. Positions held in submitting business and starting date of each (check all applicable)  
President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) Director 01/15/1996
3. Do you have an equity interest in the business submitting the questionnaire?  
YES \_\_\_\_ NO ☒ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? YES \_\_\_\_ NO ☒ If Yes, provide details.



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

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

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
  - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? YES \_\_\_ NO ☒ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - b) Is there any misdemeanor charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - c) Is there any administrative charge pending against you? YES \_\_\_ NO ☒ If Yes, provide details for each such charge.
  - d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? YES \_\_\_ NO ☒ If Yes, provide details for each such conviction.



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



**CERTIFICATION**

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

I, MICHAEL MADDI, 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.

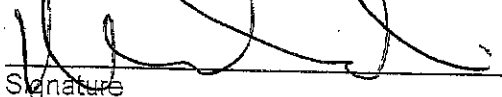
Sworn to before me this 15 day of August 2016

  
Notary Public

ROBERT S. MCGREGOR, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MC4830057  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES OCT. 31, 2017

SERVISAIR LLC  
Name of submitting business

MICHAEL MADDI  
Print name

  
Signature

DIRECTOR  
Title

8/15/16  
Date





Business History Form

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

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

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

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

Date:

8/15/16

1) Proposer's Legal Name: SERVISAIR LLC

2) Address of Place of Business: 2150 SMITH TOWN AVE ROXBOROUGH MA  
NY

List all other business addresses used within last five years:

NONE

3) Mailing Address (if different):

Phone: 631-737-3778

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 159911569

5) Federal I.D. Number: TAX ID # 11-3319570

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

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: AVIATION SERVICES WORLD WIDE, BUT NOT FROM THIS LOCATION



- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ☐ No ☒ If Yes, provide details, \_\_\_\_\_
- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes ☐ No ☒ If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture; or details regarding the termination (if a contract). \_\_\_\_\_
- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes ☐ No ☒ If Yes, state date, court jurisdiction, amount of liabilities and amount of assets \_\_\_\_\_
- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes ☐ No ☒ If Yes, provide details for each such investigation. \_\_\_\_\_
- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- b) Any misdemeanor charge pending? Yes ☐ No ☒ If Yes, provide details for each such charge. \_\_\_\_\_
- c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? Yes ☐ No ☒



If Yes, provide details for each such conviction \_\_\_\_\_

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

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

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

16) For the past (6) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? Yes \_\_\_\_ No ☒ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. \_\_\_\_\_

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

17) Conflict of Interest:

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

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

NO CONFLICTS EXIST

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

NO CONFLICTS EXIST

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

NO CONFLICTS EXIST

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

ALL EMPLOYEES ARE REQUIRED TO COMPLETE AN ANNUAL CONFLICT OF INTEREST FORM.



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

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

- i) Date of formation; JULY 1952
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; SEE ATTACHMENT A
- iii) Name, address and position of all officers and directors of the company;
- iv) State of Incorporation (if applicable); N/A
- v) The number of employees in the firm; 29000
- vi) Annual revenue of firm; SEE ATTACHMENT
- vii) Summary of relevant accomplishments MGT OF SUFFOLK & ORANGE CTY
- viii) Copies of all state and local licenses and permits. N/A

- B. Indicate number of years in business. 62 YRS

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

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

Company DEPT OF HEALTH SERVICES SUFFOLK

Contact Person ELLEN ELLIS

Address 50 LAGER ST HAUPPAUGE NY

City/State —

Telephone 631-853-3130

Fax # 631-853-2300

E-Mail Address N/A





Company ORANGE COUNTY DEPT OF HEALTH  
Contact Person SITELLA WARREN  
Address 124 MAIN ST  
City/State GOSHEN NY. 12485  
Telephone 845-291-2333  
Fax # 845-291-2418  
E-Mail Address NO

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Company SUFFOLK COUNTY DEPT SS  
Contact Person DAVE DRAFFIN  
Address 3085 VETS HWY  
City/State ROCKAWAY NY  
Telephone 631-854-9518  
Fax # 631-854 9962  
E-Mail Address NO



CERTIFICATION

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I, MICHAEL NASSI, 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 August

2016

Notary Public

ROBERT S. MCGREGOR, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MC4830057  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES OCT. 31, 2017

Name of submitting business:

SERVISAIR LLC

By:

MICHAEL NASSI  
Print name  
Signature

DIRECTOR NOAM  
Title

Date

8/25/16



COUNTY OF NASSAU

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

1. Name of the Entity: Swissport SA LLC

Address: 2150 Smithtown Ave

City, State and Zip Code: Romana, N.Y. 11779

2. Entity's Vendor Identification Number: \_\_\_\_\_

3. Type of Business: \_\_\_\_\_ Public Corp \_\_\_\_\_ Partnership \_\_\_\_\_ Joint Venture

☒ Ltd. Liability Co \_\_\_\_\_ Closely Held Corp \_\_\_\_\_ Other (specify)

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

Michael Maddi - Director

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

NONE



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

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

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

None





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

No Lobbying activities

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

None

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

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

Dated: 11-16-16

Signed:

Print Name:

Title:

Michael Maddy

Director



The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



## MWBE FORM

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

☐ **Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department requires vendor to submit list of sub-contractors or sub-contractor requirements. Attached is our list or list of requirements.

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



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

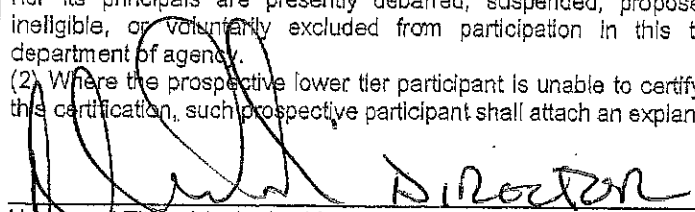
**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions  
(Sub-Recipient)**

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

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

  
Name and Title of Authorized Representative

8/15/16  
mvd/yy

MICHAEL MADDI  
Signature

8/15/16  
Date

SERVIS AIR LLC.  
Name of Organization

2150 SMITHDOWN AVE  
Address of Organization

ROCKY HILL CT





## Redacted copy of Contract

You may submit, in addition to your routine paperwork, a duplicate redacted version of this contract package. This "web site ready" paperwork will be posted on the County Legislature's website upon filing the proposed contract for Legislative approval.

The "website ready" paperwork shall be identical to the paperwork being submitted for consideration by the department, except that the Contractor will have the opportunity to redact all information of a private or personal nature. The "website ready" paperwork is to be attached to the contract package that is being submitted for County approvals. It will be presumed that an un-redacted version of the paperwork is acceptable for posting on the County website if no redacted version is submitted. Please be advised that redactions must be limited to information that is excepted from FOIL disclosure under Article 6 of the New York State Public Officers Law. The type of information that is excepted from FOIL disclosure and may be redacted includes, but is not limited to, social security numbers, home or personal telephone numbers, home addresses, e-mail addresses or social network usernames, information of a personal nature where disclosure would result in economic or personal hardship, and trade secrets or similar information the disclosure of which would cause substantial injury to the competitive position of the person or company providing it. The Contractor shall explain the reason(s) for each redaction. Further, the County reserves the right to unilaterally, without notice, reject Contractor redactions or make additional redactions.

Contractors are further advised that failure to submit "website ready" paperwork, including paperwork where redactions are not explained, shall be deemed their consent to the posting of the paperwork in its entirety. The County Legislature will then post an un-redacted version of the paperwork and provide such version to the public if requested pursuant to FOIL, subject to redaction by the County's internal FOIL disclosure procedures.



### 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.



### **AMENDMENT NO. III**

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date that this Amendment is executed by Nassau County (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Servisair LLC, having an office located at 2150 Smithtown Avenue, Ronkonkoma, New York 11716 (the "Contractor").

#### **WITNESSETH:**

WHEREAS, pursuant to County contract number CQHE13000023 between the County and the Contractor, executed on behalf of the County on February 7, 2014, and as amended by Amendment I County contract amendment number CLHE14000019, executed on behalf of the County on December 19, 2014, and is amended by Amendment II County contract Amendment number CLHE15000013, executed on behalf of the County on July 7, 2016 (the "Original Agreement") the Contractor provides continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "bus companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations, which services are more fully described in the Scope of Work attached as Appendix B in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from September 1, 2013 until August 31, 2016, with one (1) available one (1) year option to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was One Million One Hundred Twenty Thousand Six Hundred Thirty-five Dollars (\$1,120,635.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the remaining one (1) year option to renew by extending the Original Term and increasing the Maximum Amount.

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year (the period September 1, 2016 – August 31, 2017, the "Third Renewal Year"), so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 31, 2017.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Ninety-six Thousand One Hundred Seventy-nine Dollars (\$396,179.00), payable for services rendered during the Third Renewal Year only, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million Five Hundred Sixteen



Thousand Eight Hundred Fourteen Dollars (\$1,516,814.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the Contingency Fee Schedule attached to this Amendment as Appendix A-2.

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

[Remainder of Page Intentionally Left Blank.]





IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SERVISAIR LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

NASSAU COUNTY

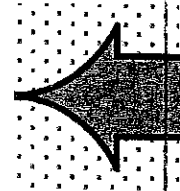
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ County Executive

☐ Deputy County Executive

Date: \_\_\_\_\_



PLEASE EXECUTE IN BLUE INK



ss.:

On the 31<sup>ST</sup> day of OCTOBER in the year 2016 before me personally came MICHAEL MADDI 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 DIRECTOR of SERVISAIR LLC, 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.

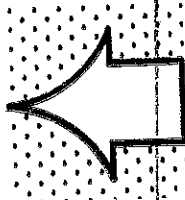
Bridget A. Mitchell

My Commission Expires January 30, 2020

)SS.:

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

NOTARY PUBLIC





## Appendix A-2

### BUDGET

A. Flat fee per student per month [REDACTED]

B. Administrative services for PMR (Parent Mileage Reimbursement) will be provided at no additional cost to the County.

The maximum cap for year four is \$[REDACTED]\*. The first month invoice may be no more than [REDACTED]. The cumulative amount of the first and second month invoices may be no more than [REDACTED] with each month adding an additional \$[REDACTED] to the cumulative maximum amount billed.

\*The Annual Maximum Cap and the fee per student in year four (4) is increased 3%. The first month invoice may be no more than one twelfth (1/12) of the cap with subsequent months each adding an additional one twelfth (1/12) to the cumulative amount.

1. 10/10/10

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## BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of \_\_\_\_\_, 2016 and amends and is made part of the agreement dated as of \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between SERVISAIR, LLC (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

### WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

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

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

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

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

### **1. DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

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

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

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





1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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

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

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

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

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

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

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR**

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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



b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

### **3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI**

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

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

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



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

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

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

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

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

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

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

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

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

#### **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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



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

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

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

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

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

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

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

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

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall





report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

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

## **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

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

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

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

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## **7. TERMS AND TERMINATION**

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.



7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

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

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

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

## 8. INDEMNIFICATION

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

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



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

## 9. **CONFIDENTIALITY**

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

## 10. **MISCELLANEOUS**

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

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

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



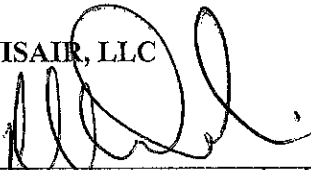
10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

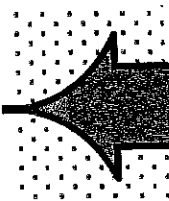
IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of the date first indicated above.

NASSAU COUNTY

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

SERVISAIR, LLC

By:   
Print Name: MICHAEL MADI  
Title: DIRECTOR  
Date: AUGUST 15, 2016







**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best



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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all



subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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



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

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





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

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

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

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



Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

DANY NASR (Name)

45025 Aviation Dr, Ste 350 Dulles VA 20166 (Address)

(703) 742-4367 (Telephone Number)

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

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

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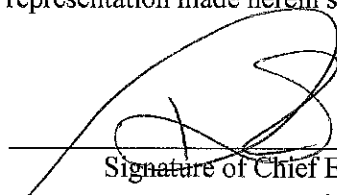
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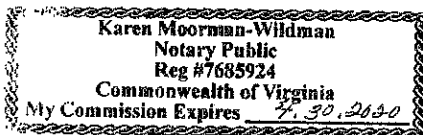
5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

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.

9/15/2016  
Dated


  
Signature of Chief Executive Officer

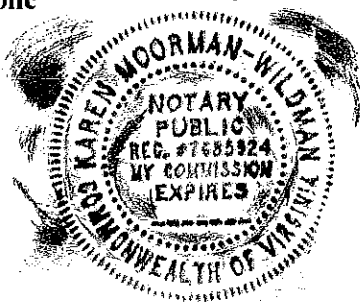
DANY NASR  
Name of Chief Executive Officer



Sworn to before me this

15 day of September, 2020

  
Notary Public







# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

08/30/2016

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

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

<b>PRODUCER</b>  Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, NO, EXT):</b> 877-945-7378 <b>FAX (A/C, NO):</b> 888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b>  Swissport No America Holdings Inc & Subsidiaries Suite 350 45025 Aviation Drive Dulles, VA 20166	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	INSURER A: Arch Insurance Company	11150-000
	INSURER B: Arch Insurance Company	11150-001
	INSURER C: Arch Indemnity Insurance Company	30830-001
	INSURER D: Tokio Marine Specialty Company	23850-001
	INSURER E:	
	INSURER F:	

**COVERAGES****CERTIFICATE NUMBER: 24633737****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG
	OTHER:						
A	AUTOMOBILE LIABILITY			AOS 11CAB4980005	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident)
A	<input checked="" type="checkbox"/> ANY AUTO			MA 11CAB4980105	9/1/2016	9/1/2017	BODILY INJURY (Per person)
	ALL OWNED AUTOS						BODILY INJURY (Per accident)
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						
	RETENTION \$						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AOS 11WCI4979905	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	14WCI0500905	9/1/2016	9/1/2017	E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT
D	Excess Auto Liab.			PUB553922	9/1/2016	9/1/2017	\$3M Excess \$2M Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following entities are included as Named Insureds (Workers Compensation and Automobile):  
Swissport North America Holdings, Inc.; Swissport North America, Inc.; Swissport Holdings, Inc.;  
Swissport USA, Inc.; Swissport Fueling, Inc.; Swissport Fueling of Nevada, Inc.; DAPSCO, Inc.,  
Swissport Cargo Holdings, Inc.; Swissport Cargo Services, Inc.; Swissport Cargo Services, L.P.;  
Swissport Lounge, LLC; Swissport SAUSA, LLC, Swissport SA, LLC, Swissport SA Fuel Services, LLC;  
Hallmark Aviation Services, L. P.

The Auto Liability & Excess Auto Liability do not apply on the AOA.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County Dept of Health Attn: Office of Fiscal Manager 240 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Coll:4953636 Tpl:2081051 Cert:24633737 ©1988-2014 ACORD CORPORATION. All rights reserved.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/30/2016

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

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

<b>PRODUCER</b>  Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> <b>PHONE (A/C NO. EXT.):</b> 877-945-7378 <b>FAX (A/C NO.):</b> 888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Arch Insurance Company INSURER B: Arch Insurance Company INSURER C: Arch Indemnity Insurance Company INSURER D: Tokio Marine Specialty Company INSURER E: INSURER F:
<b>INSURED</b>  Swissport No America Holdings Inc & Subsidiaries Suite 350 45025 Aviation Drive Dulles, VA 20166	<b>NAIC #</b> 11150-000 11150-001 30830-001 23850-001

**COVERAGES**

CERTIFICATE NUMBER: 24633737

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						
A	AUTOMOBILE LIABILITY			AOS 11CAB4980005	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
A	<input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MA 11CAB4980105	9/1/2016	9/1/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			AOS 11WCI4979905	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A		14WCI0500905	9/1/2016	9/1/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Auto Liab.			PUB553922	9/1/2016	9/1/2017	\$3M Excess \$2M Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The following entities are included as Named Insureds (Workers Compensation and Automobile):  
Swissport North America Holdings, Inc.; Swissport North America, Inc.; Swissport Holdings, Inc.;  
Swissport USA, Inc.; Swissport Fueling, Inc.; Swissport Fueling of Nevada, Inc.; DAPSCO, Inc.;  
Swissport Cargo Holdings, Inc.; Swissport Cargo Services, Inc.; Swissport Cargo Services, L.P.;  
Swissport Lounge, LLC; Swissport SAUSA, LLC, Swissport SA, LLC, Swissport SA Fuel Services, LLC;  
Hallmark Aviation Services, L. P.

The Auto Liability & Excess Auto Liability do not apply on the AOA.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County Dept of Health Attn: Office of Fiscal Manager 240 Old Country Road Mineola, NY 11501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)  
08/30/2016

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<b>PRODUCER</b>  Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT</b> NAME: PHONE (A/C, NO, EXT): 877-945-7378 FAX (A/C, NO): 888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Arch Insurance Company NAIC# 11150-001 INSURER B: Arch Indemnity Insurance Company 30830-001 INSURER C: ACE American Insurance Company 22667-001 INSURER D: INSURER E: INSURER F:	
<b>INSURED</b>  Swissport SA, LLC 151 North Point Drive Houston, TX 77060		

**COVERAGES**

CERTIFICATE NUMBER: 24633611

REVISION NUMBER:

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

INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
(TR)		INSD	WVO		(MM/DD/YYYY)	(MM/DD/YYYY)	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		11GPP4980205	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			14WCI0500905	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	11WCI4979905	9/1/2016	9/1/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			G23682254 003	4/9/2016	4/9/2017	\$2,000,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contract ID #CQHE13000023

The following entities are included as Named Insureds (Workers Compensation):

Swissport North America Holdings, Inc.; Swissport North America, Inc.; Swissport Holdings, Inc.; Swissport USA, Inc.; Swissport Fueling, Inc.; Swissport Fueling of Nevada, Inc.; DAPSCO, Inc.; Swissport Cargo Holdings, Inc.; Swissport Cargo Services, Inc.; Swissport Cargo Services, L.P.; Swissport Lounge, LLC; Swissport SAUSA, LLC, Swissport SA, LLC, Swissport SA Fuel Services, LLC; Hallmark Aviation Services, L. P.

**CERTIFICATE HOLDER****CANCELLATION**

Nassau County, State of New York Department of Health 60 Charles Lindbergh Blvd., Suite 112 Uniondale, NY 11553	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2014/01)

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**E-93-16**  
248

## Contract Details

SERVICE: Transportation Mgmt.NIFS ID #: CLHE15000013NIFS Entry Date: 9/11/2015 Term: from: 9/1/2015 - 8/31/2016

New <input type="checkbox"/> Renewal <input checked="" 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 type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

## Agency Information

Vendor	
Name <b>Servisair LLC</b>	Vendor ID# <b>11-3319570</b>
Address <b>80 Orville Drive Bohemia, NY 11716</b>	Contact Person <b>Michael Maddi</b>
	Phone <b>516-528-0862</b>

County Department	
Department Contact <b>Ginny Mundy</b>	
Address <b>60 Charles Lindbergh Blvd. Ste. 112 Uniondale, NY 11553</b>	
Phone <b>516-227-8589</b>	

## Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
12/1/15	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/> Contractor Registered <input checked="" type="checkbox"/>	12/1/15	<i>T. Mason</i>	
	OMB	NIFS Approval (Contractor Registered) <input type="checkbox"/>	12/1/15	<i>David Hill</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/22/15	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	12/23/15	<i>G. Imato</i>	
12/23/15	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	12/23/15	<i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>			
5/24/16	County Attorney	NIFS Approval <input checked="" type="checkbox"/>	5/24/16	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	6/24/16	<i>[Signature]</i>	
3/9/16	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	3/9/16	<i>[Signature]</i>	

RECEIVED  
CLERK OF THE COUNTY  
LEGISLATURE  
APR 21 10:56  
CLERK OF THE COUNTY  
LEGISLATURE





# Contract Summary

<b>Description:</b> Transportation Management Services
<b>Purpose:</b> To provide NY State mandated transportation services to approximately 1,700 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State.
<b>Method of Procurement:</b> RFP in May 2012. While Servisair net cost was \$12,000 higher than the lowest bidder, the intangible cost of transitioning to a new vendor as well as the \$60,000 savings for liquidated damages in 2010 more than mitigates the higher cost.
<b>Procurement History:</b> This contractor has provided these services in a satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health.
<b>Description of General Provisions:</b> Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of Transportation regulations and other applicable laws.
<b>Impact on Funding / Price Analysis:</b> \$384,639.00 for the third year with 59.5% State reimbursement and 40.5% County Future years 3% increase annually.
<b>Change in Contract from Prior Procurement:</b> \$11,203.00-3% increase over last year as per RFP.
<b>Recommendation: (approve as submitted)</b> Approved as Submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	HE54
Resp:	5400
Object:	PP760
Transaction:	109

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXX
County	\$155,779.00
Federal	\$
State	\$228,860.00
Capital	\$
Other	\$
<b>TOTAL</b>	<b>\$ 384,639.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2		\$
3	HEGEN5400PP760	\$384,639.00
4		\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$384,639.00</b>

Document Prepared By: Ginny Mundy 227-8589Date: 12/01/2015

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name: <u>[Signature]</u>
Name: <u>Michael A. Cohen</u>	Name: <u>[Signature]</u>	Date: <u>3/5/16</u>
Date: <u>6/24/2016</u>	Date: <u>6/24/16</u>	(For Office Use Only)
		E #:





## RULES RESOLUTION NO. 148 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES  
AGREEMENT BETWEEN THE COUNTY OF NASSAU AND  
SERVISAIR LLC

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote of 5-23-16  
VOTING:  
ayes 4 nayes 0 abstained 3 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with Servisair LLC, extending the term and extending payment, respecting the management and oversight of contracts with private transportation companies, the enforcement of contract provisions and the monitoring compliance with the regulations of the New York State department of transportation, a copy said amendment which is on file with the Clerk of the Legislature; now, therefore, be it

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



George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Servisair LLC

CONTRACTOR ADDRESS: 80 Orville Drive, Bohemia, NY 11716

FEDERAL TAX ID #: 11-3319570

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

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

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

The Contract was entered into after a written request for proposals was issued on \_\_\_\_\_. Potential proposers were made aware of the availability of the RFP by \_\_\_\_\_ and on the County procurement website. Proposals were due on \_\_\_\_\_. \_\_\_\_\_ ( ) proposals were received and evaluated. The evaluation committee consisted of: \_\_\_\_\_. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.



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

The contract was originally executed by Nassau County on February 7, 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 RFP (HE0502-1214) on May 8, 2012 and made aware of the RFP by County Website and a published Newsday classified ad [describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

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

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

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

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



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

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

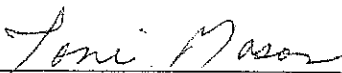
**VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services.** The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of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

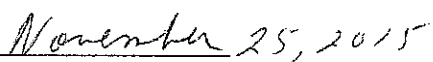
**VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts.** The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested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

**IX. ☐ Department MWBE responsibilities.** To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

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

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

  
\_\_\_\_\_  
Department Head Signature

  
\_\_\_\_\_  
Date

***NOTE:*** Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.  
*Compt. form Pers./Prof. Services Contracts: Rev. 09/15*







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?

N/A - No.

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

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

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

Dated: April 4<sup>th</sup> 2016

Vendor: SWISSPORT

Signed: [Signature]

Print Name: FRANK MENA

Title: SR. VICE PRESIDENT



COUNTY OF NASSAU

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

1. Name of the Entity: SERVISAIR. LLC.  
Address: 45025 AVIATION DRIVE SUITE 350  
City, State and Zip Code: DULLES, VA 20166

2. Entity's Vendor Identification Number: TAXID# 11-3319570

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture  
☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

SEE ATTACHMENT A SWISSPORT SA LLC.

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.

SERVISAIR AMERICAS, LLC MEMBER  
45025 AVIATION DR. DULLES, VA 20166



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.

N/A

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):

N/A



Page 3 of 4

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

N/A

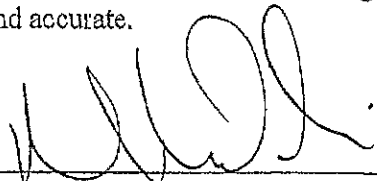
(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

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: 9/25/2015

Signed: 

Print Name: MICHAEL MADDI

Title: DIRECTOR U.S.





**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.





Attachment A

Swissport SA, LLC

Page 1 of 1

as of 9/15/2015

Names and respective addresses of Officers and Directors:

Title	Name	#, Street, City, State, Zip Code
<u>OFFICERS</u>		
President and Chief Executive Officer	Joseph J. Phelan	Swissport SA, LLC 45025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Dany Nasr	Same address as above
Vice President	Steven A. Gomez Frank Clemente Frank Mena Roger Larreur Mark Norris Michael Kilchherr	Same address as above " " " " "
Treasurer	Sean M. Klinge	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above
<u>DIRECTORS</u>		
Director	Joseph J. Phelan Dany Nasr	Swissport SA, LLC 45025 Aviation Drive, Suite 350 Dulles, VA 20166



COUNTY OF NASSAU

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

1. Name of the Entity: **Swissport SA, LLC**

Address: **45025 Aviation Drive, Suite 350**

City, State and Zip Code: **Dulles, VA 20166**

2. Entity's Vendor Identification Number: **Tax ID#11-3319570**

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture

☒ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

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

See Attachment A for Swissport SA, LLC

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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.

**Servisair Americas, LLC, Member**  
**45025 Aviation Drive; Suite 350**  
**Dulles, VA 20166**



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.

N/A

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):

N/A





(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

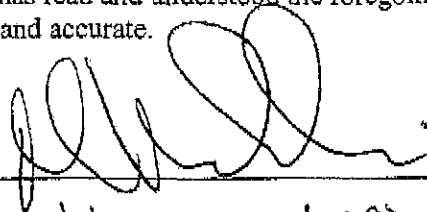
8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

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:

9/25/2015

Signed:



Print Name:

MICHAEL MADDI

Title:

DIRECTOR U.S.



**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 but 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.





**Attachment A**

Swissport SA, LLC

Page 1 of 1

as of 9/15/2015

Names and respective addresses of Officers and Directors:

Title	Name	#, Street, City, State, Zip Code
-------	------	----------------------------------

**OFFICERS**

President and Chief Executive Officer	Joseph J. Phelan	Swissport SA, LLC 45025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Dany Nasr	Same address as above
Vice President	Steven A. Gomez Frank Clemente Frank Mena Roger Larreur Mark Norris Michael Kilchherr	Same address as above " " " " "
Treasurer	Sean M. Klinge	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above

**DIRECTORS**

Director	Joseph J. Phelan Dany Nasr	Swissport SA, LLC 45025 Aviation Drive, Suite 350 Dulles, VA 20166
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Business History Form

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

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

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

Date: 1/16/16

1) Bidder's/Proposer's Legal Name: SERVISAIR LLC

2) Address of Place of Business: 2150 SMITHTOWN AVE RONKONKOMA N.Y.

List all other business addresses used within last five years:

N/A

3) Mailing Address (if different): \_\_\_\_\_

Phone: 631-737-3778

Does the business own or rent its facilities? RENT

4) Dun and Bradstreet number: 159911569

5) Federal I.D. Number: TAX ID # 11-3319570

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

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: AVIATION SERVICES WORLDWIDE BUT NOT FROM THIS LOCATION

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

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





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

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

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

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

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

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

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

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

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



occurrence. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

17) Conflict of Interest:

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

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

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

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County. \_\_\_\_\_  
NO CONFLICT EXISTS

- b) Please describe procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. \_\_\_\_\_  
NO CONFLICT EXISTS



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

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

- i) Date of formation; July 1952
  - ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; see attachment
  - iii) Name, address and position of all officers and directors of the company;
  - iv) State of incorporation (if applicable); N/A
  - v) The number of employees in the firm; 20,000
  - vi) Annual revenue of firm; see attachment
  - vii) Summary of relevant accomplishments Management Suffolk + Orange Cty
  - viii) Copies of all state and local licenses and permits. N/A
- B. Indicate number of years in business. 62 yrs
- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.
- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company Department of Health Services Suffolk Cty

Contact Person Ellen Ellis

Address 50 Laser Cr. Hauppauge, N.Y.

City/State \_\_\_\_\_

Telephone 631-853-3130

Fax # 631-853-2300

E-Mail Address N/A

---



Company Orange County Dept. of Health  
Contact Person Sheila Warden  
Address 124 Main St  
City/State Roseton N.Y. 12485  
Telephone 845-291-2333  
Fax # 845-291-2418  
E-Mail Address N/A

---

Company Suffolk County Dept of Social Services  
Contact Person Janet Driffin  
Address 3085 Veterans Hwy.  
City/State Roseton N.Y. 11779  
Telephone 631-834-9518  
Fax # 631-834-9962  
E-Mail Address N/A







Attachment A

Swissport SA, LLC

Page 1 of 1

as of 6/9/2015

Names and respective addresses of Officers and Directors:

Title	Name	#, Street, City, State, Zip Code
<b><u>OFFICERS</u></b>		
President and Chief Executive Officer	Joseph J. Phelan	Swissport SA, LLC 45025 Aviation Drive, Suite 350 Dulles, VA 20166
Chief Financial Officer	Dany Nasr	Same address as above
Vice President	Gregory B. Reeves Frank Clemente Steven A. Gomez Frank Mena Roger Larreur Mark Norris Michael Kilchherr	Same address as above " " " " " "
Treasurer	Sean M. Klinge	Same address as above
Secretary	Dawn Elliott Oakley	Same address as above
<b><u>DIRECTORS</u></b>		
Director	Joseph J. Phelan Dany Nasr	Swissport SA, LLC 45025 Aviation Drive, Suite 350 Dulles, VA 20166





We Care

b) **Qualifications:**

**Company History and Transportation Experience**

*The SA organization is a wholly owned subsidiary of The Derichebourg Group. Besides our Aviation and Transportation Services we are also experts in the Environmental and Business Services Fields. The Derichebourg Group employ's 40,000 employees in 30 countries with sales in excess of \$4.2 billion.*

***Our services are designed and developed to enable our customers to concentrate on their core business.***

*The SA Group is one of the world's leading providers in Aviation and Transportation Services. SA has 21,000 employees serve the needs of 700 customers operating in 167 locations, in 30 countries with sales in excess of \$820 million.*

***"Servisair has a safety driven philosophy backed by a strong corporate operational support team with a proven track record in delivering cost effective solutions."***

*The SA Group was created in 1950, then known as the British Merchant Shipping Company, and provided dock work and shipping labor at various harbors throughout England. As industry evolved, SA was incorporated in 1954 in Manchester, England and entered the aviation industry. A leading French business group, Penauille Polyservices, acquired SA in May 1999. In addition to its aviation interests, Penauille is involved in a number of other businesses including facility services, security and engineering services. In order to expand its operations to service the largest aviation market in the world, the United States, SA USA was incorporated in 1999 under the laws of the State of Delaware. Tristar Aviation of Dallas, Texas, and Global/AGSL in Cleveland, Ohio were the initial acquisitions forming Servisair USA.*

*In February 1990, GlobeGround was founded as Lufthansa Airport and Ground Services; GmbH (LAGS) was in six (6) airports in five (5) countries. In December of 1998, LAGS was re-branded as GlobeGround GmbH. In March of 1999, to expand its operations into North America, GlobeGround purchased Hudson General Corporation (now known as GlobeGround North America LLC), who was providing aviation services to over twenty (20) airports in North America. GlobeGround North America LLC (Hudson) was incorporated in Delaware in 1961. In July of 2001, GlobeGround was purchased by Penauille Polyservices to compliment Penauille's previous purchase of Servisair Plc.*



*To take advantage of greater operating and overhead efficiencies, SA and GlobeGround were combined into one company. The new name of the combined company was Penauille Servisair (PS) d/b/a Servisair (SA). Then in 2007 SA became a part of the Derichebourg Group.*

*SA provides a wide range of services to the aviation industry, including:*

- *passenger services*
- *load control & dispatch*
- *aircraft ground handling*
- *cargo handling*
- *aircraft cleaning*
- *executive lounges*
- *exterior aircraft washing*
- *aircraft fueling*
- *de-icing*
- *snow removal*
- *ground transportation*
- *facility services*
- *representation/supervision*

*Globally SA operates in 167 locations in 35 countries.*

### **EUROPE**

<i>Austria</i>	<i>Belgium</i>	<i>Denmark</i>
<i>Finland</i>	<i>France</i>	<i>Germany</i>
<i>Ireland</i>	<i>Italy</i>	<i>Latvia</i>
<i>Lithuania</i>	<i>Netherlands</i>	<i>Norway</i>
<i>Portugal</i>	<i>Romania</i>	<i>Russia</i>
<i>Spain</i>	<i>UK/CI</i>	



**AFRICA***Mauritius**Namibia**Nigeria***ASIA/ MIDDLE EAST***China**Egypt**India**Israel**Philippines**Singapore**South Korea**Thailand***NORTH AMERICA***Canada**Trinidad & Tobago**USA***SOUTH AMERICA***Chile**Ecuador**Peru*







We Care

**Major Accomplishments for the Nassau County Preschool Program**

Since being awarded the Nassau County Preschool Transportation Management Contract in June 1986, SA has worked closely with the Department to develop a safe, reliable and cost effective transportation system for the children utilizing these services. During the above period, there have been numerous major accomplishments and improvements in the transportation program that should be noted. Those accomplishments and improvements are as follows:

- In 2010-2011 School Year implemented efficiencies that result in a cost saving of \$1,725,356.60
- Active Member of the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee.
- Currently working with the Provider School to adjust bell times that would allow for shared busing to facilities with close geographic proximity
- In 2010, developed and now provides a PMR System that now has over 300 participants.
- In 2010 implemented recommendation resulting in a cost saving over \$950,000.00.
- In 2009, negotiated reduction in pricing with contractor.
- In 1999 the New York Coalition for Transportation Safety conducted a survey of the Nassau County Transportation for Children with Disabilities. Their findings were that Nassau County provides an excellent transportation system for the 0-5 year old population with special needs "An excellent example of a system that works".
- Development, revisions and distribution of a multi lingual parent transportation information pamphlet for each school year. This has been emulated and is now being used by many other counties through out the State of New York.
- Driver and Matron Orientation and Recognition Day. This program was designed as part of the driver and matron training program to further enhance their abilities in assisting the children that they transport.
- Development of bid specifications, which included new vehicles and exclusive use of equipment. This assisted the County in significantly upgrading the condition of the Preschool Transportation Program in 1987.





*We Care*

- *Development of bid specifications, which included a zonal arrangement to increase competition and lower prices. This resulted in a saving to Nassau County of over 20% in the transportation cost beginning in September 1997.*
- *Mandated drug and alcohol screening for both drivers and matrons. This previously was not mandatory in the transporter bid specifications.*
- *Fingerprinting of all matrons. Previously to SA's transporter bid specifications this was not a requirement for matrons (only for drivers).*
- *National advertising of bus bids specifications. This had tremendously enhanced competition from vendors outside the local area.*
- *Developments of student emergency drop off program.*
- *Development of transportation weather emergency notification system. Which includes a contract with Metro Weather Services to provide weather alerts and forecasts for SA's Preschool Transportation Area. This service alerts SA in the event of a possible weather emergency and includes condition updates until the event is over.*
- *Developed notification system to ensure that children are not left unattended on vehicles.*
- *2-Way Radio communication between SA's office and road inspector vehicles, drivers and contractors facilities.*
- *All SA's inspection cars are fully equipped with GPS enable routing systems.*
- *SA has developed special training for drivers and driver assistants in the area of early detection and reporting of child abuse and the procedures for dealing with infectious diseases.*
- *SA will continue to schedule and supervise parent workshops at the Provider Schools. SA will review transportation policies and procedures with parents to ensure their children's transportation needs are met.*
- *SA will continue to conduct cost-effective studies of the facilities session times and their relationship to transportation cost. SA will work with the Department, Provider Schools, and the Transporters to adapt session times for better utilization of routes creating a more cost-effective program.*
- *SA's staff has over 26 years experience with the Nassau County Preschool Program for Children with Special Needs.*



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.

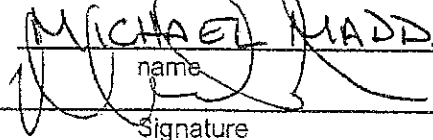
I, MICHAEL MADDI, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that 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 8 day of MARCH 2016

  
Notary Public

ROBERT S. MCGREGOR, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MC4830057  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES OCT. 31, 2017

Name of submitting business: SERVISAIR LLC

By: MICHAEL MADDI Print  
 Signature

DIRECTOR  
Title

3/8/16 Date



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

1. Principal Name NONE  
Date of birth     /    /      
Home address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Business address \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
Other present address(es) \_\_\_\_\_  
City/state/zip \_\_\_\_\_  
Telephone \_\_\_\_\_  
List of other addresses and telephone numbers attached

- President \_\_\_\_/\_\_\_\_/\_\_\_\_ Treasurer \_\_\_\_/\_\_\_\_/\_\_\_\_ NONE  
Chairman of Board \_\_\_\_/\_\_\_\_/\_\_\_\_ Shareholder \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Exec. Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Secretary \_\_\_\_/\_\_\_\_/\_\_\_\_  
Chief Financial Officer \_\_\_\_/\_\_\_\_/\_\_\_\_ Partner \_\_\_\_/\_\_\_\_/\_\_\_\_  
Vice President \_\_\_\_/\_\_\_\_/\_\_\_\_ \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Other) \_\_\_\_\_

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire? NO ☒ YES ☐ If Yes, provide details.
5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? NO ☒ YES ☐ If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? NO ☒ YES ☐ If Yes, provide details.





NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

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

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

- a. Been debarred by any government agency from entering into contracts with that agency? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.
- d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ☒ YES \_\_\_\_ If Yes, provide details for each such instance.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)

- a) Is there any felony charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- b) Is there any misdemeanor charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- c) Is there any administrative charge pending against you? NO ☒ YES \_\_\_\_ If Yes, provide details for each such charge.
- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ☒ YES \_\_\_\_ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? NO ☒ YES \_\_\_\_ If Yes, provide details for each such occurrence.



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




**CERTIFICATION**

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

I, MICHAEL MADDI, 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 8 day of MARCH 2016

  
Notary Public

ROBERT S. MCGREGOR, JR.  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01MC4830057  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES OCT. 31, 2017

SERVISAIR LLC.  
Name of submitting business

MICHAEL MADDI  
Print name

  
Signature

DIRECTOR  
Title

3 / 8 / 16  
Date





NASSAU COUNTY  
DEPARTMENT OF HEALTH  
106 CHARLES LINDBERGH BLVD.  
UNIONDALE, NY 11553

## Contractor Evaluation Form

Contract Number: CQHE13000023 .....

Contract Name: Servisair, LLC .....

Service Provided: Transportation Management .....

Evaluation Period: From: 9/1/2014 To: 8/31/2015

Evaluator's Name, Title, Phone #: Linda Rennie, PHN V, 516.227.8648 .....

Date: 11/19/15 .....

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.

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

*Do you recommend the contractor for future contracts? Yes No*





## Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to NCDOH Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
  - Is the vendor pro-active in anticipating and avoiding or mitigating problems?
  - Does the vendor satisfactorily overcome or resolve problems?
  - Does the vendor provide prompt notification of problems to NCDOH?
  - Does the vendor provide effective solutions?
  - Does the vendor take prompt corrective action?
-



## AMENDMENT NO. II

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Servisair LLC, having an office located at 80 Orville Drive, Bohemia, New York 11716 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQHE13000023 between the County and the Contractor, executed on behalf of the County on February 7, 2014, and as amended by Amendment I County contract amendment number CLHE14000019, executed on behalf of the County on December 19, 2014 (the "Original Agreement") the Contractor provides continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "bus companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations, which services are more fully described in the Scope of Work attached hereto as Appendix B in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from September 1, 2013 until August 31, 2015, with two (2) available one (1) year options to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Seven Hundred Thirty-five Thousand Nine Hundred Ninety-six Dollars (\$735,996.00) (the "Maximum Amount"); and

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year (the period September 1, 2015 – August 31, 2016, the "Second Renewal Year"), so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 31, 2016.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Eighty-four Thousand Six Hundred Thirty Nine Dollars (\$384,639.00), payable for services rendered during the Second Renewal Year only, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Million One Hundred Twenty Thousand Six Hundred Thirty Five Dollars (\$1,120,635.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the Contingency Fee Schedule attached to this Amendment as Appendix A-2.



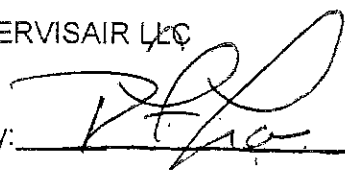
3. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]



IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SERVISAIR LLC

By: 

Name: ROGER LARREUR

Title: VICE PRESIDENT

Date: 7/30/15

NASSAU COUNTY

By: 

Name: Christa Roberts

Title: County Executive

☒ Deputy County Executive

Date: 7/2/16

PLEASE EXECUTE IN BLUE INK





COMMONWEALTH VIRGINIA  
STATE OF NEW YORK)  
LOUDDOWN )ss.:  
COUNTY OF NASSAU)

On the 30<sup>th</sup> day of JULY in the year 2015 before me personally came ROGER LARRIVE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of HAMILTON; that he or she is the VICE PRESIDENT of SERVIAIR LLC, 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.

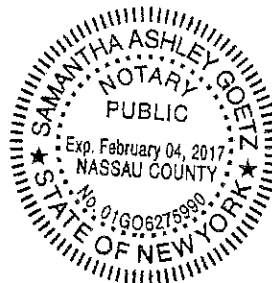
NOTARY PUBLIC Jacqueline McElrath  
My Comm. Exps. 12/31, 2017  
Commission # 302132



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

On the 7 day of JULY in the year 2016 before me personally came Charles Ribando to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC Samantha Goetz





## BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of \_\_\_\_\_, 2015 and amends and is made part of the agreement dated as of \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between SERVISAIR, LLC (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

### WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

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

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

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

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

### **1. DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

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

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

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



1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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

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

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

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

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

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

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR**

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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



b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

### **3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI**

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

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

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





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

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

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

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

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

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

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

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

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

#### **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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



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

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

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

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

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

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

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

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

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall



report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

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

## **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

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

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

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

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## **7. TERMS AND TERMINATION**

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.



7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

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

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

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

## **8. INDEMNIFICATION**

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

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





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

## 9. CONFIDENTIALITY

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

## 10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

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

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



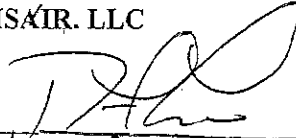
10.7 Interpretation. Any ambiguity in the Agreement (including, but not limited to, this Addendum) shall be resolved in favor of a meaning that permits the County to comply to the greatest extent possible with the Privacy Rule, the Security Rule and Other Legal Requirements.

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

NASSAU COUNTY

SERVISAIR, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:   
Print Name: ROGER CARREUX  
Title: VICE PRESIDENT  
Date: 7/30/15



**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best



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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all





subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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



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

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



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

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

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

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



## Appendix A-2

### BUDGET

A. Flat fee per student per month [REDACTED]

B. Administrative services for PMR (Parent Mileage Reimbursement) will be provided at no additional cost to the County.

The maximum cap for year three is \$[REDACTED]\*. The first month invoice may be no more than \$[REDACTED]. The cumulative amount of the first and second month invoices may be no more than \$[REDACTED] with each month adding and additional \$[REDACTED] to the cumulative maximum amount billed.

\*The Annual Maximum Cap and the fee per student in year, four (4) will be increased 4% annually. The first month invoice may be no more than one twelfth (1/12) of the cap with subsequent months each adding an additional one twelfth (1/12) to the cumulative amount.

#### ANNUAL MAXIMUM CAP PER SUBSEQUENT AGREEMENT YEARS

Annual Maximum Cap for Year Four - \$[REDACTED] - 1/12 shall be \$[REDACTED]

#### MONTHLY FLAT FEE PER STUDENT PER SUBSEQUENT AGREEMENT YEARS

Flat fee per student per month in Year Four - \$[REDACTED]

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

8. [REDACTED]

9. [REDACTED]



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:

JOSEPH J. PHELAN (Name)  
SERVISAIR LLC  
45025 AVIATION DRIVE (Address)  
SUITE 350  
SULLY, VA 20166  
703-742-4367 (Telephone Number)

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

IN THE PAST FIVE YEARS, THERE HAVE BEEN NO FINDINGS  
OF NASSAU COUNTY VIOLATIONS AND NO VIOLATIONS OF NASSAU  
COUNTY LAWS ASSESSED AGAINST CONTRACTOR RELATING TO WAGES  
OR BENEFITS, LABOR RELATIONS OR OCCUPATIONAL SAFETY AND  
HEALTH.



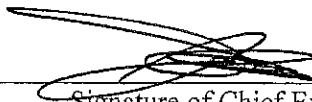
4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action \_\_\_\_\_ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations,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

IN THE PAST FIVE YEARS, THERE HAS BEEN NO ANY  
COUNTY ADMINISTRATIVE PROCEEDING, INVESTIGATION OR  
JUDICIAL ACTION COMMENCED AGAINST CONTRACTOR IN  
RELATION TO PAYMENT OF WAGES OR BENEFITS, LABOR  
RELATIONS OR OCCUPATIONAL SAFETY AND HEALTH.

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.

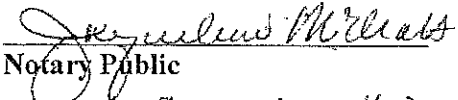
8/28/15  
Dated

  
Signature of Chief Executive Officer

Joseph J. Phelan  
Name of Chief Executive Officer

COUNTY OF LOUDOUN  
COMMONWEALTH OF VIRGINIA  
Sworn to before me this

28<sup>th</sup> day of AUGUST, 2015.

  
Notary Public  
COMMISSION # 302132

My Comm. Exps. 12/31, 2017



**Contract Details**SERVICE: Transportation Mgmt.NIFS ID #: CLHE14000019NIFS Entry Date: 11/18/2014 Term: from: 9/1/2014 - 8/31/2015

New <input type="checkbox"/> Renewal <input checked="" 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 type="checkbox"/>	No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Agency Information**

Vendor	
Name <b>Servisair LLC</b>	Vendor ID# <b>11-3319570</b>
Address <b>660 Cantigue Rock Road Jericho, NY 11753</b>	Contact Person <b>Michael Maddi</b>
	Phone <b>516-528-0862</b>

County Department
Department Contact <b>Ginny Mundy</b>
Address <b>60 Charles Lindbergh Blvd. Ste. 112 Uniondale, NY 11553</b>
Phone <b>516-227-8589</b>

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
11/19/14	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	11/19/14	<i>[Signature]</i>	
	OMB	NIFS Approval (Contractor Registered)		<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
12/2/14	County Attorney	CA RE & Insurance Verification	12/2/14	<i>[Signature]</i>	
12/3/14	County Attorney	CA Approval as to form	12/3/14	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA			
12/3/14	County Attorney	NIFS Approval	12/3/14	<i>[Signature]</i>	
	Comptroller	NIFS Approval	12/15	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg.	12/19/14	<i>[Signature]</i>	





## Contract Summary

<b>Description:</b> Transportation Management Services
<b>Purpose:</b> To provide NY State mandated transportation services to approximately 1,700 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State.
<b>Method of Procurement:</b> RFP in May 2012. While Servisair net cost was \$12,000 higher than the lowest bidder, the intangible cost of transitioning to a new vendor as well as the \$60,000 savings for liquidated damages in 2010 more than mitigates the higher cost.
<b>Procurement History:</b> This contractor has provided these services in a satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health.
<b>Description of General Provisions:</b> Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of Transportation regulations and other applicable laws.
<b>Impact on Funding / Price Analysis:</b> \$373,436.00 for the second year with 59.5% State reimbursement and 40.5% County Future years 3% increase annually.
<b>Change in Contract from Prior Procurement:</b> \$10,876.00-3% increase over last year as per RFP.
<b>Recommendation: (approve as submitted)</b> Approved as Submitted.

## Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	HE54
Resp:	5400
Object:	PP760
Transaction:	109

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$151,242.00
Federal	\$
State	\$ 222,194.00
Capital	\$
Other	\$
<b>TOTAL:</b>	<b>\$ 373,436.00</b>

LINE	INDEX/OBJECT CODE	AMOUNT
1		\$
2	HEGEN5400PP760	\$373,436.00
3		\$
4	<i>Q. Amato 12/2/14</i>	\$
5		\$
6		\$
<b>TOTAL</b>		<b>\$373,436.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Ginny Mundy 227-8589Date: 11/18/2014

<b>NIFS Certification</b> I certify that this document was accepted into NIFS.	<b>Comptroller Certification</b> I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	<b>County Executive Approval</b>
Name <i>Lori Loran</i>	Name <i>Ginny Mundy</i>	Name <i>[Signature]</i>
Date <i>11/6/15</i>	Date <i>11/5/15</i>	Date <i>12/9/14</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: Servisair LLC

CONTRACTOR ADDRESS: 660 Cantiague Rock Road, Jericho, NY 11753

FEDERAL TAX ID #: 11-3319570

**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 County Website, Newsday [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 7, 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 (HE0502-1214) on May 8, 2012 and made aware of the RFP by County Website and a published Newsday classified ad. [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.



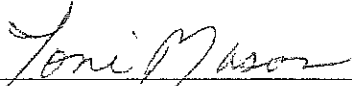
**VI. This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

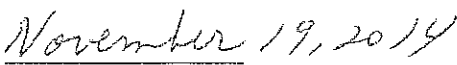
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

  
\_\_\_\_\_  
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*



# RFP for DOH Transportation Management Services (RFP# HE0502-1214)

## PROPOSAL EVALUATION RESULTS

Date Evaluation Completed 6/27/2012

HE0502-1214 Management Transportation Services

### FACTORS IN RATING PROPOSALS

RATING SCALE												
1. Contract Requirements & Proposed Solution	30%	<table><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td colspan="2">LOW</td><td colspan="3">HIGH</td></tr></table> 6% each	1	2	3	4	5	LOW		HIGH		
1	2	3	4	5								
LOW		HIGH										
2. Vendor Profile: Organization, Capacity, Staffing, Resumes	20%	<table><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td colspan="2">LOW</td><td colspan="3">HIGH</td></tr></table> 4% each	1	2	3	4	5	LOW		HIGH		
1	2	3	4	5								
LOW		HIGH										
3. Related Experience	20%	<table><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td colspan="2">LOW</td><td colspan="3">HIGH</td></tr></table> 4% each	1	2	3	4	5	LOW		HIGH		
1	2	3	4	5								
LOW		HIGH										
4. Cost of Overall Project	30%	<table><tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr><tr><td colspan="2">LOW</td><td colspan="3">HIGH</td></tr></table> 6% each	1	2	3	4	5	LOW		HIGH		
1	2	3	4	5								
LOW		HIGH										

Evaluator 1	Tom Brooks (DSS)
Evaluator 2	Roseann D'Alleva (Budget)
Evaluator 3	Shannon Jauck (DOH)
Evaluator 4	Toni Mason (DOH)
Evaluator 5	Jeff Zibolsky (DSS)

Evaluator 1 Tom Brooks (DSS)  
 Evaluator 2 Roseann D'Alleva (Budget)  
 Evaluator 3 Shannon Jauck (DOH)  
 Evaluator 4 Toni Mason (DOH)  
 Evaluator 5 Jeff Zibolsky (DSS)

PAG

Vendor:

Evaluator	First Transit Factors				Score
	1	2	3	4	
1	12%	8%	12%	12%	44%
2	6%	8%	4%	6%	24%
3	12%	8%	4%	6%	30%
4	18%	20%	8%	6%	52%
5	12%	12%	8%	6%	38%
Overall (average)					33%

Vendor:

Evaluator	Servisair Factors				Score
	1	2	3	4	
1	30%	20%	20%	30%	100%
2	30%	20%	20%	24%	94%
3	30%	18%	20%	24%	90%
4	30%	20%	20%	24%	94%
5	12%	10%	12%	16%	54%
Overall (average)					88%

Vendor:

Evaluator	VMC Factors				Score
	1	2	3	4	
1	24%	24%	16%	24%	74%
2	24%	16%	12%	36%	74%
3	24%	16%	12%	24%	64%
4	30%	16%	12%	24%	74%
5	16%	16%	12%	16%	52%
Overall (average)					70%







NASSAU COUNTY  
DEPARTMENT OF HEALTH  
106 CHARLES LINDBERGH BLVD.  
UNIONDALE, NY 11553

## Contractor Evaluation Form

Contract Number: .....CQHE130000023.....

Contract Name: .....SERVISAIR, LLC.....

Service Provided: .....TRANSPORTATION Mgmt.....

Evaluation Period: From: 9/2013 To: 8/2014

Evaluator's Name, Title, Phone #: Shannon Jauch, Supervisor, 227-8674

Date: .....11/18/14.....

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.

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

Do you recommend the contractor for future contracts? Yes No



## Definition of Quantitative Scale

1 = Unsatisfactory 2 = Poor 3 = Fair 4 = Good 5 = Excellent

Unsatisfactory	Performance is not effective.
Poor	Performance is marginally effective.
Fair	Performance is somewhat effective.
Good	Performance is consistently effective.
Excellent	Performance exceeds expectations.

## Definition of Rating Factors

*Quality of Service.* This factor addresses the quality of service provided by the contractor. In assessing service quality, address the following questions:

- Does the vendor comply with contract requirements?
- Are reports accurate?
- Are vendor staff properly trained and managed?
- Does the vendor exhibit technical proficiency in service delivery?
- Does the vendor understand and embrace service and program goals?
- Is positive feedback received from customers served and NCDOH staff?

*Timeliness of Performance.* This factor addresses the timeliness of service delivery. In assessing timeliness of performance, address the following questions:

- Does the vendor meet established schedules for service delivery?
- Is the vendor reliable?
- Does the vendor stay on schedule despite problems?

### *Cost Effectiveness*

- Does the vendor operate within the contract budget?
- Are vendor personnel appropriate for the service provided?
- Does the vendor exhibit an appropriate and efficient use of resources?
- Are billings current, accurate and complete?
- Are costs properly allocated?
- Does the vendor bill unallowable costs?

### *Responsiveness to NCDOH Requests*

- Are the vendor's communications clear and effective?
- Is the vendor positively responsive to NCDOH requests?
- Is the vendor positively responsive to NCDOH special requests?

### *Number of Complaints*

- Have a large number of complaints concerning service delivery been received from:
  - NCDOH staff?
  - Other Nassau County departments?
  - Customers served?

### *Problem Resolution.*

- Is the vendor able to positively address and resolve problems?
- Is the vendor pro-active in anticipating and avoiding or mitigating problems?
- Does the vendor satisfactorily overcome or resolve problems?
- Does the vendor provide prompt notification of problems to NCDOH?
- Does the vendor provide effective solutions?
- Does the vendor take prompt corrective action?



## AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date September 1, 2014 (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Health, having its principal office at 200 County Seat Drive, Mineola, New York 11501 (the "Department"), and (ii) Servisair LLC, and having an office at 660 Cantiague Rock Road, Jericho, New York 11753 (the "Contractor").

### WITNESSETH:

WHEREAS, pursuant to County contract number CQHE13000023 between the County and the Contractor, executed on behalf of the County on February 7, 2014 (the "Original Agreement"), the Contractor provides continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "bus companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations, which services are more fully described in the Scope of Work attached hereto as Appendix B in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from September 1, 2013 until August 31, 2014, with three (3) available one (1) year options to renew (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to reimburse the Contractor for Services under the Original Agreement, as full compensation for the Services, was Three Hundred Sixty-two Thousand Five Hundred Sixty Dollars (\$362,560.00) (the "Maximum Amount"); and

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

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by one (1) year (the period September 1, 2014 – August 31, 2015, the "First Renewal Year"), so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be August 31, 2015.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Three Hundred Seventy-three Thousand Four Hundred Thirty-six Dollars (\$373,436.00), payable for services rendered during the First Renewal Year only, 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 Seven Hundred Thirty-five Thousand Nine Hundred Ninety-six Dollars (\$735,996.00) (the "Amended Maximum Amount"). The increase provided under this Amendment shall be payable in accordance with the Contingency Fee Schedule attached to the Original Agreement as Appendix A.



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

[Remainder of Page Intentionally Left Blank.]





IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SERVISAIR, LLC

By: 

Name: MATT ELLINGSO

Title: PRESIDENT

Date: \_\_\_\_\_

NASSAU COUNTY

By: 

Name: Richard D. Walker

Title: County Executive



Deputy County Executive

Date: 12/9/14

PLEASE EXECUTE IN BLUE INK



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 31<sup>st</sup> day of October in the year 2014 before me personally came Matt Ellingson to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Harris; that he or she is the President of Swissport, 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.

*Brigid K. Mitchell*

BRIGID K. MITCHELL

NOTARY PUBLIC-STATE OF NEW YORK

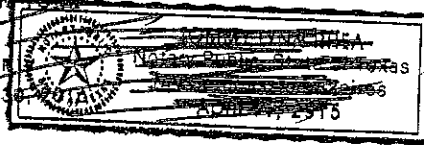
NOTARY PUBLIC

No. 01MI6255122

COUNTY OF NASSAU STATE OF NY

Qualified in Suffolk County

My Commission Expires January 30, 2015



STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU )

On the 1 day of December in the year 2014 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.

*Concetta A. Petrucci*

NOTARY PUBLIC

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6258026  
Qualified in Nassau County  
Commission Expires April 02, 2016



## Appendix A'

### BUDGET

A. Flat fee per student per month

\$2,500\*

B. Administrative services for PMR (Parent Mileage Reimbursement) will be provided at no additional cost to the County.

The maximum cap for year two is \$8,000\*. The first month invoice may be no more than \$8,000. The cumulative amount of the first and second month invoices may be no more than \$8,000 with each month adding an additional \$8,000 to the cumulative maximum amount billed.

\*The Annual Maximum Cap and the fee per student in years , three (3), four (4) will be increased 3% annually. The first month invoice may be no more than one twelfth (1/12) of the cap with subsequent months each adding an additional one twelfth (1/12) to the cumulative amount.

#### ANNUAL MAXIMUM CAP PER SUBSEQUENT AGREEMENT YEARS

Annual Maximum Cap for Year Three - \$8,240 - 1/12 shall be \$686.67

Annual Maximum Cap for Year Four - \$8,482 - 1/12 shall be \$706.83

#### MONTHLY FLAT FEE PER STUDENT PER SUBSEQUENT AGREEMENT YEARS

Flat fee per student per month in Year Three - \$686.67

Flat fee per student per month in Year Four - \$706.83

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**C1. Detailed response identifying your proposed process and system solution to this proposal, if applicable.**

*SA has utilized this section to detail how we perform (and will continue to perform) our duties under the contract as outlined on pages 7-10 of the R.F.P. In addition we have included in this section our computer system solution as outlined in pages 11 of the R.F.P.*

*Section C1 is SA's process response and C2 is our system solution.*

- 1. Provide office space located in Nassau County. This office should be of sufficient size and equipped to effectively fulfill the contract requirements.**

*SA, Nassau County Preschool Transportation Management office is located within SA's Corporate Transportation Management Offices at 660 Cantiague Rock Road, Jericho, NY. This location is ideal as it is situated with quick access to all of the programs that we service. All office equipment, furniture and supplies are in place and currently used in the operation of this contract. Our office is equipped with a new state of the art phone system with call reporting, call wait time monitoring and call recording. Two (2) T-1 accessed state of the art lines for telephone and High Speed Internet is accessible for all staff and all office equipment needed for this operation. Double redundant in case of phone and internet failure with eight (8) back-up analog P.O. T.S. line. In case of emergency, this office is designed so that we can operate this service at any of our sites locally or nationally.*

- 2. The vendor will be a member of the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee, reporting to the Director of OCSN. The vendor will serve as the staff member to this committee and carry out activities as directed.**

*SA is currently an active member in the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee. SA has been and will continue to attend committee meetings as well as carry out activities, as directed by the Director of OCSN, as a result of the committee recommendations.*

*SA is currently working with provider schools, as recommend by SA and approved by the committee to coordinate bell times to allow school buses to provider transportation to multiple destination on one bus route.*

*SA has always been an active member of the Direction Center, we attend regularly scheduled meetings with all of the Preschool Providers, School Districts and other State and Local Officials.*





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*SA knows in order to provide and maintain a safe, reliable and efficient transportation system it is essential that all parties affected by said transportation become a part of the system. These meetings enable us to share ideas and concerns as well as provide updated information relating to transportation issues.*

*In addition, SA has developed driver and matron orientation meetings, which are conducted at each of the provider sites. During these meetings the driver and matrons are provided with information (supplied by the program) to assist them in how to best provide transportation services to the children, should any issues arise. Also, parents attend these meetings so they can express their concerns, fears, complaints and compliments the children's transportation; these programs have proven to be tremendously successful and are currently being utilized in other counties.*

*On an as needed basis, SA conducts on site parent and program meetings to address concerns as they arise. It should also be noted that SA has established parental transportation advisory groups at many of the schools in the program. These groups work with SA's staff to enhance the transportation services provided to the programs that their children attend.*

*SA intends to continue all of the above meetings to ensure the continuation of the service benefits they bring.*

3. **Under the direction of OCSN, hold meeting with each school instruction center in order to determine and address concerns. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*As stated in response 2, SA has and will continue to hold meeting with the Provider Schools, Parent and Parent Groups as well as the Driver and Matrons.*

*It is SA initiative that keeping the lines of communication open between the Provider Schools, Parent, and Transportation Providers will only serve to enhance the quality of Transportation Services the children receive.*

*SA's currently provides the Director of DOH/OCSN a monthly report. The monthly report provides detailed accounts of all activities within the program. The activities include, school related openings and closings, situations that might arise concerning students, parents, bus problems, monthly telephone calls, complements and complaints. The monthly report includes data concerning number of bus routes per provider school, student population per month per school, monthly-liquidated damages per month by contractor and the number of field inspections per month by provider school. If SA is awarded the contract to provide transportation management services for the Nassau County Department of Health, we will continue to provide reports as described above. SA will also continue to supply the County with all reports and data as needed on-demand.*



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4. Assist the County in the development of service and equipment specifications as required by law for inclusion in County bids for transportation services.

*Since the award of the County's Transportation Management Contract to SA, we have assisted the County in development of numerous RFP's and RFB's. These RFP's and RFB's have assisted the County in gaining continuous improvements in the preschool transportation program. These specifications include, but are not limited to, the following: exclusive use equipment, zonal arrangements, all vehicles being air conditioned, all brand new buses, drug and alcohol screening of drivers and matrons, fingerprinting of matrons, Man Toux TB. Tests in lieu of the unreliable Tine Tests, enhanced driver, and matron training, vehicles stop arms for all buses and a flag notification system to ensure that students are not left unattended on vehicles. SA will continue to assist the County in developing RFP's and RFB's for upcoming Bids.*

***Prior to the last Request for Proposal, Servisair recommended that the current Transportation bid spec include GPS and video monitoring systems on all buses. Both have proven to be successful tools in providing safe and cost efficient transportation services.***

5. Under the direction of the Director of OCSN, conduct pre-bid conferences to explain to all potential proposers the nature of the services which are subject to bid.

*It is essential that prospective bidders are aware of all aspects of the bid specifications. In order to ensure that all of their concerns and/or issues are addressed, SA conducts and assists the County's Department of Purchase and Supply in all preschool transportation pre-bid conferences. If SA is awarded the preschool management contract, we will continue to conduct pre-bid conferences as needed.*

6. After contract award, assist the selected contractor(s) in the start-up of service.

*Since SA has detailed knowledge related to all aspects of the County's Preschool Program and has considerable experience in start-ups of transportation operations, our assistance is necessary in order to achieve the County's (and SA's) goal of a safe, efficient, reliable, and cost-effective transportation program. Since the award of the County's Preschool Management Contract to SA, we have assisted all of the successful transportation providers in the start-up process; we have developed an effective start-up timeline which details all of the necessary components and time periods essential for a smooth start-up.*



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7. **Monitor the contractor(s) operating performance and compliance with specifications. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*With SA, Nassau County OOH/OCSN will receive an experienced Preschool Transportation Manager as well as a management team, with over one hundred (100) years of combined transportation management experience, which has successfully worked together for over twenty-six (26) years.*

*SA's Management Team meets and discusses program issues and ideas in all of SA's Transportation Management programs on a weekly basis. SA shares approaches and experiences in all our different Transportation Contracts. This sharing of ideas with our Management Team, gives SA the "fresh eyes" approach.*

*Since SA functions as a representative of the County while providing the Transportation Management Services, it is essential that we provide a first class image to the community. In order for SA's Field Inspector (Safety Technician) to monitor the service effectively, SA will provide unmarked 4-wheel drive vehicles equipped with two-way radio and GPS, to be used exclusively for this contract. These vehicles will be used to patrol the service area of the program. So that the program can be effectively monitored SA's Field Inspectors will observe the contractors compliance at various locations including, but not limited to, routine inspections at provider schools, at the contractors facilities, during random site and field inspections. These inspections include:*

- Review and log vehicle O. O. T. sticker status.*
- Check vehicle safety equipment including fire extinguisher, first aid kit, seat belts, emergency window and door operation.*
- Review driver's license.*
- Review operation of vehicle horn, headlights, turn signals, emergency flashers and windshield wipers.*

*Should the vehicle and/or driver not be in compliance with all applicable laws, the Safety Technician/Inspector will not permit children to be transported by such vehicle/driver, and will immediately contact the transportation provider to have a replacement vehicle dispatched. After assuring that safe transportation is in place, the technician will then take appropriate contractual remedies and report same to the Program Manager.*

*After said vehicle has been removed from service, SA's manager will then follow-up to ensure that the vehicles defects have been corrected prior to vehicle being placed back into service.*



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SA implemented a recommendation on behalf on Nassau County DOH/OCSN in the 2011-2012 Transportation Provider bids, requiring real-time GPS system in all vehicle that service the Nassau County Preschool with Special Needs Program. SA has full access to these systems and monitors the vehicle route, speeds and times in real-time through these systems.

SA also implemented an additional recommendation on behalf of Nassau County DOH/OCSN in the 2011-2012 Transportation Providers bids requiring all vehicles that service the Nassau County Preschool with Special Needs Program to have a Video Recording System to capture the activities while the children are on the bus. SA randomly audits these tapes and obtains copies of any videos to review should a complaint or incident occur on the bus.

At least one of SA's staff will be responsible for maintaining a fully computerized file for all drivers and drivers' assistants (and any spare drivers and assistants) providing service for this program. This computerized system will allow SA to track the employee from date of hire, and provide updates for annual physicals, training and retraining dates, results of alcohol and drug screening (including dates of screening), operator license status and class, abstract dates, accidents, complaints, finger printing etc. All information will be available for review by the County.

All transportation providers are required by law to comply with all State: D. O. T. and other requirements. SA's Manager will monitor their compliance with any updated changes and assure compliance with those changes, and will ensure that the Department is notified of all changes. In addition, we will require copies of all D. O. T. bus net reports from each transporter. This report tracks vehicle inspections including pass and fail rates.

8. **Conduct on-site vehicle, loading and service inspections every thirty (30) days. This information will be included in the vendor's monthly report to the DOH/OCSN**

As part of SA's Safety technician's/inspectors duties and responsibilities, they will be required to perform scheduled and random inspections at program facilities, vehicle garages and other locations at a minimum of once every 30 days or more frequently as needed. These visits include the completion of vehicle inspection reports. This vehicle inspection report includes NYS DOT registration and inspections, route number, vehicle safety equipment compliance, two-way radio operation, tires, mirrors, etc. SA will modify the attached report as required by the Department.

Prior to the start of transportation during the fall and summer programs, SA's management staff and safety technicians/inspectors meet with each transporter and conduct an initial route review. This will ensure that each route will meet the guidelines established by the Department and will allow SA to make adjustments





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as necessary. In addition to the initial route review, SA's Safety Technicians/Inspectors will make periodic route reviews and adjustments throughout the year as students are added/deleted and traffic conditions change due to construction. The Department will be notified of said changes.

The Versatrans Student Transportation Management software allows SA to project the number of route and route feasibilities. This tool allows us to see the actual efficiencies, cost savings and impact to the students, routes and provider schools prior to implementation.

As previously stated, all of SA's safety technicians/inspectors will be given unmarked radio equipped vehicles to patrol the service area. Due to their mobility, they will not only monitor compliance with vehicle and safety specifications, but will randomly observe drivers and driver assistants in performance of their duties. Such random observations will be accomplished by following a vehicle within its route, picking up the vehicle at different points within the route, observing drivers and driver assistant training and retraining sessions.

Prior to approval, SA may require the transporter to have the route time checked through dry runs to assure compliance with time standards. Also, at irregular intervals during the course of the school year, SA will conduct spot audits and/or fill audits of all routes. Results of those audits and course of action taken by SA will be forwarded in report format to the Department for its review.

## **9. Monitor the proper maintenance and cleaning of contractor(s) vehicles.**

As part of their normal duties, SA's safety technicians/inspectors are responsible for on the road and contractor facility site inspection.

These inspections include but are not limited to; review of the contractor's fleet cleanliness, vehicle D. O. T. sticker status, review of vehicle maintenance files, D. O. T. bus net report, vehicle safety equipment status, etc. Should any vehicle not be in compliance with contract specifications the inspector will remove the vehicle from service.

## **10. Conduct regular meetings with the contractor(s) to reinforce effective safety strategies and participate in safety training workshops. A safety library must be maintained which must include films, videotapes and materials for utilization by contractor staff, Department personnel and school/center personnel for the improvement of transportation services and safety. This information will be included in the vendor's monthly report.**

SA conducts annual Driver/Driver Assistant sensitivity training. Prior to approval, SA requires the transporter to have the route time checked through dry runs to assure compliance with time standards. Also, at irregular intervals during the



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course of a school year, SA conducts spot audits of all routes. A result of those audits and course of action taken by SA is forwarded in report format to the Department for its review.

SA has developed an extensive transportation library. SA will continually expand their library through professional workshops and seminars.

11. **Assure the adequate operation of the contractor(s) communications systems. This information will be included in the vendor's monthly report to DOH/OCSN**

As part of the transporter's bid specifications prepared by the County, it is mandatory that they supply a sufficient number of radios for our field inspector/technicians vehicles and our office location. This enables us to monitor the communication between the contractor and their drivers. It provides us with up to the minute vehicle status if there is a delay, breakdown, accident, traffic situation, parent not home, lost vehicle, etc. It also calms parents when they call looking for information concerning their child's bus. When speaking with a SA representative they are able to hear the representative contact the driver utilizing the radio in SA's office.

SA also monitors the transporters contractually required GPS monitoring system. This allows SA to view vehicle location and route paths in real-time.

12. **Utilize a private meteorological service and assist the County in determining whether to suspend transportation due to weather.**

As mentioned in the Qualification and Experience section of our response. SA provides snow removal, salting, sanding and deicing services at many airports throughout the United States. In order for SA to operate effectively, it is necessary for SA to contract with a private meteorological service to provide us with weather forecasts for each area.

SA currently provides the private meteorological service in our existing contract with the County and will continue to do so if awarded the contract.

When the private Meteorological service warns of pending inclement weather, SA's Management Staff is on call 24/7 to monitor and evaluate the conditions. On any inclement weather day, prior to transportation service, SA's Management Staff is in contact with the Transportation Providers, Facility Staff and the Department to evaluate if transportation can be provided in the safest manner.

13. **Monitor the existence of proper safety and training programs at the contractor(s) facilities. This information will be included in the vendor's monthly report to the DOH/OCSN.**



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*As part of the RFB's and contract specifications, all drivers and matrons are required to be in compliance with Article 19A of the NY State Vehicle and Traffic Law and Section 156.3 of the regulations of the Commissioner of Education.*

*In addition to the above, we require that each schools bus driver employed by the Contractor shall have received at least two hours of instruction on school bus safety practices before transporting students. Each driver of a vehicle transporting handicapped pupils exclusively who is initially employed subsequent to January 1, 1976, shall have received an additional hour of instruction concerning the special needs of a handicapped pupils. During the first year of employment, each driver shall complete a course of instruction in school bus safety practices approved by the Department, which shall include two hours of instruction concerning the special needs of handicapped pupils which may require all drivers and matrons to attend training seminars conducted by each school they service. All school bus drivers shall receive a minimum of two hours of refresher instruction in school bus safety at least two times a year, the sessions being conducted prior to the first day of school and prior to February 1<sup>st</sup> of each year. Refresher courses for drivers of vehicles transporting handicapped pupils exclusively shall also include instruction relating to the special needs of handicapped pupils. Contractors shall conform to any changes made by regulatory agencies pertaining to the instruction of school bus drivers.*

*During safety and training sessions representatives of SA are present and participate in the sessions to ensure compliance with contract specifications.*

14. Under the direction of the Director of OCSN, conduct periodic meetings with center-based program staff and parents to review service. This information will be included in the vendor's monthly report to the DOH/OCSN.

*As previously described in response to item number 2, SA is currently an active member in the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee. SA has been and will continue to attend committee meetings as well as carry out activities, as directed by the Director of OCSN, as a result of the committee recommendations. SA will also continue to be an active member of the direction centers, regularly attending meeting, as well as, continuing to actively develop and participate in Driver and Matron Orientation Meetings.*

15. Prepare, maintain and update a Parent Transportation Booklet in accordance with current DOH/OCSN policy, procedures and requirements. This booklet shall include policies, parent responsibilities, safety issues, weather and snow emergency information, key telephone numbers etc.



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*Attached for your review are the existing booklet, in both English and Spanish, prepared by SA and approved by the County. Updates (if necessary) are made prior to distribution.*

*If awarded the contract SA will continue to provide these booklets.*

16. **Routine questions, concerns or complaints (arrival, or drop-off time, car seat, vehicle, etc.) will be handled by the bus company(s). The bus companies' telephone numbers will be readily available to parents in The Parent Transportation Booklet. Serious complaints (routine, length of time on bus, etc.) will be handled by the Transportation Management Company. Complaints with potential serious consequences, such as motor vehicle accidents, ambulance response, or security involvement of any type must be immediately reported to DOH/OCSN. All inquiries or complaints regarding the transportation service responded to by the Transportation Management Company and maintained in a monthly communication log. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*When a complaint is received, depending on the nature and severity of it, our Inspector/technicians may respond by immediately going out into the service area and meeting the drivers, or may follow the driver in route. If the complaint is less severe or pertaining to a problem concerning routing, vehicle, car seat, etc. it will be handled by first contacting the transporter involved. In most cases, it will be resolved at the SA inspector/technician transporter's dispatcher's level. If it requires a higher level of involvement the program manager will resolve the issue. The Department of Health is notified when complaints are received. It should also be noted that all calls received by SA's staff are logged on our daily telephone log sheet. The form includes date, weather, time of call, caller name, school/route and comments. This information is included in SA's monthly report to the Director of OCSN.*

*SA's state of the art telephone system records all incoming and outgoing calls and stores them for a period of 90 days. In complex situations call recordings can be downloaded from the system and stored for extended periods of time.*

*SA also monitor's the transporters video recording system when concerns arise during a child's time on the bus. SA is able to visually observe the activities while the vehicle is in service.*

*As previously stated SA also has full access to the transporters GPS system, which enables us to have real time access to vehicle movements and times. Should a call come in regarding a pick up and/or drop off, SA can see the location of the vehicle in real-time.*

17. **The vendor will serve as the liaison between the center-based transportation coordinators, parents and the DOH/OCSN. All contacts will be included in the vendor's monthly report to the DOH/OCSN.**





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As a agent for the County (subject to and limited by the terms and conditions found in paragraph 4 of the contract entitled "Independent Contractor"), SA *works directly with the preschool program (client, schools/centers) and parents regarding all aspects of the preschool transportation program.*

*SA is currently an active member in the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee. SA has been and will continue to attend committee meetings as well as carry out actives, as directed by the Director of OCSN, as a result of the committee recommendations.*

*We provide updates and reports (as outlined in other sections of our response) to the County of all of SA's activities.*

**18. Assign matrons to buses based on the child's Individualized Education Program (IEP) or direction of the DOH/OCSN.**

*SA and the DOH/OCSN have developed a matron assignment system that has worked very well. Anytime a matron was required for a particular route the parent requesting a matron must complete a matron request form along with certification from the child's physician. Since SA does not receive the actual IEP forms, once the request for a matron is made, SA will contact the DOH to ensure the need for the matron is part of the child's IEP. Once this is confirmed the request is processed and then forwarded to the contractor to start service. Due to specific needs of the children that are transported in this program, from time to time matron re-assignments are necessary. When that situation arises our manager and/or inspector/technician will go out to the child's home and meet with the parent, child and matron in order to ensure that the child's needs are met. All forms are maintained on file at SA's office.*

**19. Review and approve all bus routes, in addition to making day-to-day changes, which seem necessary with respect to routes, number of vehicles and other operating matters, and inform the Department of such changes within seven (7) days. The vendor will include in the monthly report all routes with less than three children including efforts taken to reduce or eliminate these low occupancy vehicles (LOV).**

*Prior to the start of the summer and fall programs and whenever a change is needed for bus routers) SA reviews, approves and if necessary, will do dry runs of routes to ensure contract compliance. In addition, SA maintains stringent oversight of all operating matters and the number of vehicles and routes so as to improve cost effectiveness of the program without affecting safety and reliability.*

*The Versatrans Student Transportation Management software allows SA to graphically view all of the route on a digital map, displaying pick up locations and bus occupancies. The Software allows us to view LOV vehicle and determine if the LOV route can be absorbed into an existing bus route. The software will enable us to look at shared services between facilities as a way to eliminate LOV Vehicle and maximize the cost efficiency of each route. All of these "what-if" scenarios can be done to improve cost savings and minimize the impact to the students, routes and provider schools prior to implementing any changes.*



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20. Prepare appropriate reports to the Department as directed, including periodic notification of (a) failures by contractor(s) to comply with specifications or maintain the program and (b) inquiries and complaints and their disposition.

*Along with the Monthly narrative SA provides to the Director of the DOHIOCSN, SA currently provides the reports requested.*

*SA's computer software will supply additional reports and those reports can be modified as needed. The following is a description of some of those reports:*

## **Preschool and Early Intervention Busing Students**

- **Student List** - SA will supply the County with a complete listing of all authorized students for the past month. This report will be sorted by provider schools and in alphabetical order by student's last name.
- **Student Count by Provider School** - A tally of all active students for the month in each Provider School. This is a numerical report only.
- **Cost Per Student** - A breakdown of the cost per student in each zone. This report analyzes special sessions, and equipment costs that may cause an increase in the total cost of the transportation services.
- **Vendor Contract Compliance** - This report will show the contract violation for the month and dollar amount of liquidated damages for each contracted vendor.
- **Shared Services** - A list of all students that are active in the Shared Services Program.

## **Early Intervention Busing Only**

- **All EIP** - A complete alphabetical list sorted by zone of all authorized EIP students for the month.
- **Authorization Renewal** - An alphabetical list of all the EIP students whose authorization will be ending in the upcoming month.



21. **Develop protocols in response to any contract violations and maintain a record of such violations and subsequent corrective action. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*SA's current protocol for contract violations is as follows:*

- When a contract violation occurs SA advises the transporters of the incident and related potential liquidated damages.*
- When contract violations are serious in nature SA will inform DOH/OCSN of the incident immediately.*
- Violations are faxed to the contractor on the next business day.*
- SA holds daily, weekly and monthly meetings with individual contractors to review violations and develop resolutions of infractions for corrective measures, which will be taken, by the contractor.*
- Forward supporting documentation of Liquidated Damages assessments with contractor's monthly invoice to the County.*
- SA currently includes a breakdown of the monthly violation sent with the contractor's invoice in our monthly report.*

22. **Conduct other activities necessary to establish and promote high quality transportation services for the Department's clients.**

*As stated elsewhere in our proposal, for the past 26 years, SA has provided a high quality of transportation management services for the County. The following activities have assisted SA in delivery of this high quality service:*

- Implementation of Video Monitoring of all Vehicles used to transport Nassau County Preschool Children with Special Needs.*
- Implementation of real-time GPS tracking of all Vehicles used to transport Nassau County Preschool Children with Special Needs which is monitored by both the Contractor and SA.*
- Development and distribution of a parent transportation information pamphlet in both English and Spanish. This concept has been emulated and is now being used by many other counties throughout the State of New York.*
- Driver and Matron Orientation and recognition day. This program was designed as part of driver and matron training program to further enhance their abilities in assisting the children that they transport.*



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- Development of bid specifications, which include new vehicles and exclusive use of equipment. SA's recommendation of requiring GPS and video monitoring system in all vehicle used to service Nassau County's Preschool Child have proven to be an essential tool in proving safe and efficient transportation services.
  - Mandatory drug and alcohol screening for both drivers and matrons, including immediate drug and alcohol screening upon any direct accusations. Previous to the transporter bid specification developed by SA this was not mandatory.
  - Fingerprinting of all matrons. Previous to SA's transporter bid specifications this was not a requirement for matron (only for drivers).
  - National advertising of bus bids specifications. This had tremendously enhanced competition from vendors outside the local area.
  - Developments of student emergency drop off program.
  - Development of transportation weather emergency notification system. This included a contract with Metro Weather Services to provide weather alerts and forecasts for SA's Preschool Transportation Area. This service alerts SA in the event of a possible weather emergency and includes condition updates until the event is over.
  - Coordinates with a Translation Service Company to provide 24/7 Telephone Translation Services in 157 different languages.
  - Developed a notification system to ensure that children are not left unattended on vehicles.
  - 2-Way radio communication between SA's office, road inspector vehicles, drivers and contracting facilities.
  - SA has developed special training for drivers and driver assistants in the area of early detection and reporting of child abuse and the procedures for dealing with infectious diseases.
- SA will continue those of the above activities that are useful, and will endeavor to enhance the service through reviews and adjustments, as appropriate.





23. Establish and operate an emergency notification system in order to provide timely communication to parents, providers and OCSN of any changes or cancellations to transportation as a result of weather or other unplanned events. Notification should occur at least one hour before scheduled trip.

*SA has an account with One Call Now which is an automated phone messaging service used by many school district in the United States. One Call now allows SA to put a call to out to all the Preschool Parents in case an emergency situation should arise.*

*SA has used One Call now in our Orange County Preschool with Special Needs Transportation Management Program and it has proven to be very successful in providing quick necessary communications to hundreds or thousands of parents within minutes.*

*One Call Now also provides SA with call reports, which can identify incorrect or disconnected telephone numbers. This tool help us keep accurate data and keeps SA connected with our Preschooler's Parents.*

24. Review contractor(s) certified invoices and supporting documentation in accordance with the County comptroller's reasonable requirements; certify that, to the best of its knowledge, such invoices are correct; and submit same to the Department for payment by the County (indicating any adjustments, if appropriate), no later than 60 days after the end of the month the Service was provided.

*Under SA's existing contract we complete a monthly review of each of the contractor's invoices. This review includes, but is not limited to, route package structure to ensure that each route is assembled in the proper package. SA's staff reviews each route to make certain of the time of first pickup and the last drop off, number of students per route, to ensure vehicle capacities. Route time, to make sure that each route segment is being billed properly. Route package time, to ensure that the total route segments combined, is correct. Then a final review of the County claim voucher to make certain that all of the routes and route packages are listed and billed properly. The above review has been known to result in findings from \$5, 000 to \$20,000 per month in errors by the contractors (in their favor).*

*SA will develop a procedure to have the Transportation Providers submit their monthly billing to SA within 30 days from the end of the month. SA will work with DOHIOCSN to develop a procedure to track billing errors and corrections needed from the Transportation Provider and a time-line for these corrections to be submitted to SA to achieve the 60-day deadline.*



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## Office Location and Hours of Operation:

1. The Vendor shall staff a local office within Nassau County from 6:30 a.m. to 6:00 p.m. and in accordance with school/center calendars and session times.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

2. The Vendor shall have an answering service in place seven days a week when staff is not available. The vendor will guarantee response to the DOHIOCSN within 60 minutes from the time of the call.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

3. During the summer months, if reduced schedules by school/centers are in effect, the Vendor shall confer with the Department for mutually agreed upon hours of operation.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

4. In all circumstances, the Vendor shall not close its office at the end of the school day until it has been confirmed by the contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.

*SA currently complies with all the above and will continue to do so if awarded the contract.*



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To Comply with Federal, State and Local Law Requirements the Vendor Shall:

1. Assist and monitor each contractor in finger printing for screening purposes, as required by applicable laws. The Vendor shall be responsible for ensuring that finger printing is done by the contractor(s) for drivers through the Department of Motor Vehicles. The Vendor shall also be responsible for ensuring that finger printing is done by the contractor(s) for driver assistants through the Division of Criminal Justice Services. This includes qualifying for and complying with Commissioner of Education Regulation 156.3, Department of Transportation and Motor Vehicle 19A regulations and any applicable local laws.

*SA currently complies with the above and will continue to do so if awarded the contract.*

2. Confirm that all vehicles used in the program are on the New York State Department of Transportation's (DOT's) approved list and are in full compliance with all current rules and regulations of the DOT.

*SA currently complies with the above and will continue to do so if awarded the contract.*

3. Monitor excluded employees list on a monthly basis as required to assist Nassau County recoup maximum Medicaid transportation funding. Lists are maintained by and not limited to the:

- General Services Administration's Federal Excluded Party List System (or any successor system)
- United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individual or Entities.

*SA is the current contractor for Suffolk County Medicaid Transportation Coordination Services. SA has worked extensively with the New York State Department of Health's Office of the Medicaid Inspector General and is a Medicaid Provider of Transportation Management Services. SA has over sixteen years (16) experience in Medicaid Transportation Service. This experience give SA access to all Medicaid Excluded and Restricted list, Monthly Medicaid updates, Quarterly Medicaid Transportation conference calls as well as all being an eMedNY user.*

*SA will utilize these resources to ensure that Transportation Services are provided to active and approved Medicaid providers.*



## C2. Records and Reporting Requirements

1. The Contractor shall maintain computerized files of reports on drivers and driver assistants of each transporter under County contract. The Contractor is required to make these files available to the NCDOH upon request.

### Response:

SA's Versa Trans software contains an entire database for the purpose of maintaining and tracking drivers and driver assistant files. Data fields are made up of 19A, New York State and Nassau County drivers/driver assistant's rules and regulations, reports are run by transporters and verified by SA for compliance. SA will provide a monthly or on demand reports. Report can be customized to the fit NCDOH needs and transmitted electronically to the Department.

2. The Contractor shall assist with and monitor each transporter for photo identification of drivers and driver assistants employed in the performance of the program. The Contractor is required to make these files available to the NCDOH upon request.

### Response:

SA requires that transporters submit a photocopy of each driver's New York State driver's license with each new Driver 19A sheet. Since driver assistants are not required to have a New York State driver's license, SA will require a copy of each driver assistant's company photo 10 badge. Photo ID's for both driver and driver's assistants are verified along with all other records during driver file and audits of the transporters records. Versa Trans' Software allows SA to scan the photo ID into the system as part of the Drivers and Driver Assistants record.

Inspectors check drivers and driver's assistants photo 10 as part of their inspection process. Inspectors then verify in SA's Versa Trans' driver files database that the Transporter has submitted the photo 10 to SA.





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3. The Contractor shall maintain a file on each child transported from the time he/she enters the program. A report must be compiled that includes such information as required by the NCDOH (e.g., authorization, transportation changes, and special transportation needs). The Contractor is required to retain all records for children for a period of seven (7) years after the last date of enrollment.

## Response:

*SA starts each school year (July) with a new database for that school year. SA runs parallel databases for the current school year when preparing a new database for the upcoming school year. Past school years databases are archived on SA's server and can be accessed at any time.*

*SA enters the Student information for both CPSE (3-5 year olds) and Early Intervention (birth-2 years 11 months) from the Transportation Request Forms (TRF's) into the Versa Trans student database.*

*Each Student's record allows SA to store and track pertinent information to assist in providing safe and reliable transportation services. This information is included but not limited to Student name, date of birth, legal address, Phone contact numbers, pick up and drop off address, provider school session times, special transportation needs (i.e. wheelchair, car seat, etc), Parents or Guardians, emergency contacts, etc. Each student record also has a free flow notes section to attach any incidents or special circumstances that would assist in providing the safest transportation services.*

*Reports that are run on the student database include but are not limited to:*

## Monthly

- Active student list (busing)
- Active student count (busing)
- Student lists by route number
- Liquefied Damages

## Daily

- Daily change log (list of changes made to student records by zone).



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*All reports can be changed or new reports added based on the needs of NCDOH. All reports can be submitted either on paper or electronically. SA adheres to all transportation record keeping and retention requirements. SA is capable of maintaining records for the required seven years. SA is a HIPAA compliant office and adheres to all HIPAA regulations regarding confidentiality, security and retention of records.*

4. The Contractor shall maintain pupil transportation authorizations and attendance records and ensure that these records have information regarding the number of one-way trips provided, in a reporting manner and format established by the NCDOH; including child's name, origination of trip, pickup time, destination and drop off time, bus or license plate number and name of driver.

**Response:**

*SA has worked with NCDOH in establishing the proper format for the above requirements. SA will continue to utilize this format going forward. SA has both on and offsite storage to retain records for seven years. SA's has been working with Cost Management, NC's Medicaid reimbursement contractor to develop an attendance format that has proven accuracy to withstand Medicaid audits.*

5. The Contractor shall report consecutive absences of 5, 10 and 15 days to the NCDOH, as established by NCDOH procedures.

**Response:**

*SA will provide a report to NCDOH that lists students who have been absent from transportation for 5, 10, 15 or more days consecutively. SA will work with NCDOH to establish the procedures, reports and formats required by NCDOH.*

6. The Contractor shall maintain a timely system and procedure for the reporting of all transportation incidents or accidents. The Contractor must notify the Department by telephone immediately of such incidents or accidents, with a report to follow within twenty-four hours. The Contractor shall notify the Department and follow-up with information as received.

**Response:**

*SA has set up policies and procedures regarding accident/incident reporting which meet or exceed the Departments requirements.*



7. The Contractors shall maintain computer capabilities as it pertains to the following reporting requirements;

- a. Finance - Accounting, billing, invoiced and record keeping.

Response:

SA monitors all additions and deletions to the routes on a daily basis. SA meets with each transporter monthly to review these changes and to justify the route hours and review liquidated damages that have been levied. The Transporter submits route schematic, along with a detailed monthly bill listing route packages by hour and total cost. This is compared with SA Excel route spreadsheet for the respected zone. Once approved by SA the voucher is submitted to NCDOH for payment to transporter.

- b. Student Information Reports - Individual files, attendance, and any special transportation needs.

Response:

SA's computer system has the capability of producing reports on student information. During the past twenty six (26) years, SA has worked closely with NCDOH to design the student reports. A detailed list of SA's students reporting is listed in response to "Section C, item 3". Special transportation needs for students are logged in the student database. SA is able to pull reports based on students' special needs.

SA will continue to work with NCDOH to change or develop student reporting as needed.

- c. Safety Reports and Activities - field site activities, inspections, DOT inspection, vehicle safety equipment compliance, driver and driver assistant practices, vehicle safety drills, training programs, telephone complaints and resolution.

Response:

SA's Inspectors inspect all routes monthly and report the inspection on a Preschool Transportation Inspection Sheet. Routes are inspected for timeliness, safety equipment, vehicle loads, DOT compliance and loading/unloading procedures. All inspector vehicles are equipped with GPS enabled routing devices.



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SA currently has policies, procedures, and standardized forms in place to comply with all required safety reports and activities.

All calls received by SA's staff are logged on our daily telephone log sheet. The form includes date, weather, time of call, caller name, school/route and comments.

SA's state of the art telephone system records all incoming and outgoing calls and stores them for a period of 90 days. In complex situations call recordings can be downloaded from the system and stored for extended periods of time.

- d. The NCDOH has the right to review and, if needed, make modifications to the current reporting system. If such changes occur, the Contractor will be required to work with the NCDOH in order to ensure that previous computerized files coincide with the new reporting system requirements.

## **Response:**

SA has for the past twenty six (26) years worked with NCDOH to review and modify the current reporting system. SA's system can produce both monthly and on-demand reports. SA will continue to meet the NCDOH reporting needs.

## **Computerized Routing System Requirements**

The Contractor is required to have a computerized routing system that will be able to track the following program and vehicle requirements in a format to be approved by NCDOH.

## **Response:**

SA is in the process of implementing Tyler Technology Versa Trans Transportation Management Software.

Versa Trans is a leading Student Transportation Management software, which is being utilized by thousands of School Districts in the United States including many Long Island School Districts.

The system uses a GIS based geocoding system and the leading digital maps as the backbone of its routing & scheduling software. The flexibility of the software is that it can handle both door-to-door pick-ups (similar to paratransit transportation) and location stops. Versa Trans can graphically identify children's special needs (such as wheelchair bound) to ensure the proper vehicle is assigned to the student.





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*Versa Trans enables SA to import current route and apply efficiency change in "what if" scenarios without any disruptions in service.*

*Versa Trans allows SA to simulate routes and route changes and ensures that our routes are being run in the most efficient manner.*

*The software will also enable SA to graphically view all routes on digital maps including the LOV routes and enable us to maximize shared services where permissible.*

1. **Route Scheduling** - It is the Contractor's responsibility to ensure that a route can be completed in less than a ninety-minute period in Nassau County, unless otherwise directed by the NCDOH.

**Response:**

*SA's software is capable of detailing the time the bus will need to complete the assigned route. SA's highly experienced staff electronically monitors the routes to ensure no child's ride time exceeds the time limitation. The software is also capable of computerizing the optimal route path to ensure vehicles are running the most efficient routes. An Inspector equipped with GPS enabled vehicle, monitors all routes to ensure proper length/time follows this up with a route review.*

2. **Vehicle** - It is the Contractor's responsibility to ensure that each student/vehicle type and specific route information is maintained daily.

**Response:**

*SA performs frequent vehicle inspections and monitors routes for contractual compliance and validity. SA processes changes to a route and/or student information on a daily bases or as needed to ensure that all information is correct and up to date. SA enter assigned route number in the student records. Route numbers are updated through Route Change Logs.*

*SA will continue to upgrade and customize our computer/routing software to meet the needs of the program.*

3. **Route Optimization** - It is the Contractor's responsibility to maintain efficiencies throughout the school year. These efficiencies will be realized by monitoring vehicle load factors and transportation needs of children.



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## Response:

*SA's utilizes state of the art digital maps. SA has not only acquired the Nassau County map but also both Suffolk and Queens County to ensure that even our out of County route are running to the utmost efficiency. SA's staff performs computerized routing simulations to ensure that the routes are running to optimal efficiencies. The software allows SA to adjust vehicle loads, route paths, etc, without directly affecting the routes and the children. SA has developed a procedure for monitoring all Low Occupancy Vehicles (LOV) and making efficiencies. SA apprises the County of this on a regular basis.*

## Transportation Database Management System

- i. The NCDOH requires potential Contractors to develop a transportation database management system that relates to the reporting and routing requirements of the program.

## Response:

*The entire report library was developed for the NCDOH Preschool with special needs program with the input of the Bureau.*

*SA will continue to update its report program to suit the need of NCDOH.*

*SA is capable of providing NCDOH with access to all the transportation databases for this program and will work with NCDOH to accommodate your request.*

*SA will continue to work with NCDOH with any further changes or enhancements to the databases or reporting features. SA will continue to provide the County with monthly reports, as well as, any specific report requests..*

## 8. MEDICAID

Nassau County has contracted with a Medicaid billing company to assist in maximizing Medicaid reimbursement for evaluations and services provided to children who are suspected to, or found to have, special education needs, by approved Preschool Evaluators and Providers. Contracts with Nassau County require service providers to provide documentation pertaining to the delivery of services upon request.

In most cases, the service provider is unaware of a child's status with regard to Medicaid, it is "best practice" to have the appropriate documentation for *all* children evaluated and serviced within Nassau County. The current Medicaid billing company has standardized all of the required forms.



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*SA has and will continue to work with the Medicaid billing company to maximize Medicaid reimbursement.*



Contract ID#: COHE13000023Department: HealthSERVICE: Transportation Mgmt.**E-213-13****Contract Details**NIFS ID #: COHE13000023NIFS Entry Date: 8/27/2013 Term: from: 9/1/2013 - 8/31/2014

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>	1) Mandated Program:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input 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 <b>Servisair LLC</b>	Vendor ID# <b>11-3319570</b>	Department Contact <b>Ginny Mundy</b>
Address <b>660 Cantiague Rock Road Jericho, NY 11753</b>	Contact Person <b>Michael Maddi</b>	Address <b>60 Charles Lindbergh Blvd. Ste. 112 Uniondale, NY 11553</b>
	Phone <b>516-528-0862</b>	Phone <b>516-227-8589</b>

**Routing Slip**

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
8/27/13	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	8/27/13	Mason	
	OMB	NIFS Approval (Contractor Registered)	10/7/13	[Signature]	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
9/18/13	County Attorney	CA RE & Insurance Verification	9/18/13	[Signature]	
	County Attorney	CA Approval as to form	10/7/13	[Signature]	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	10/23/13	[Signature]	
	County Attorney	NIFS Approval	11/20/13	[Signature]	
	Comptroller	NIFS Approval	11/27/14	[Signature]	
	County Executive	Notarization Filed with Clerk of the Leg.	12/2/13	[Signature]	



## Contract Summary

<b>Description:</b> Transportation Management Services
<b>Purpose:</b> To provide NY State mandated transportation services to approximately 1,700 children with developmental delays who are in the Preschool Special Education and Early Intervention Programs. Services are for children who require transportation from home to center-based programs approved by New York State.
<b>Method of Procurement:</b> RFP in May 2012. While Servisair net cost was \$12,000 higher than the lowest bidder, the intangible cost of transitioning to a new vendor as well as the \$60,000 savings for liquidated damages in 2010 more than mitigates the higher cost.
<b>Procurement History:</b> This contractor has provided these services in a satisfactory manner since 1998 under contract with the Department of Mental Health and since 2005 with the Department of Health.
<b>Description of General Provisions:</b> Managing and overseeing the Nassau County contracts with private bus companies, enforce contract provisions and monitor compliance with NY State Health Dept. and New York State Department of Transportation regulations and other applicable laws.
<b>Impact on Funding / Price Analysis:</b> \$362,560.00 for the second year with 59.5% State reimbursement and 40.5% County Future years 3% increase annually.
<b>Change in Contract from Prior Procurement:</b> \$10,560.00 – 3% increase over last year as per RFP.
<b>Recommendation: (approve as submitted)</b> Approved as Submitted.

## Advisement Information



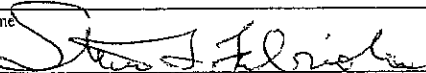
BUDGET CODES		FUNDING SOURCE	AMOUNT	LINE	INDEX/OBJECT CODE	AMOUNT
Fund:	GEN	Revenue Contract <input type="checkbox"/>	XXXXXXX	1	HEGEN5400PP760	\$ 362,560.00
Control:	HE54	County	\$146,837.00	2		\$
Resp:	5400	Federal	\$	3		\$
Object:	PP760	State	\$ 215,723.00	4		\$
Transaction:	103	Capital	\$	5		\$
		Other	\$			\$
		<b>TOTAL</b>	<b>\$ 362,560.00</b>		<b>TOTAL</b>	<b>\$ 362,560.00</b>

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: Ginny Mundy Date: 8/22/2013

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: <u>Oct 25, 2013</u>
Date: <u>2/9/14</u>	Date: <u>1/17/14</u>	(For Office Use Only)
		E #:



E-213-13

RULES RESOLUTION NO. 321 2013

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE  
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU  
COUNTY DEPARTMENT OF HEALTH, AND SERVISAIR, LLC.

Passed by the Rules Committee  
Nassau County Legislature  
By Voice Vote on 11-18-13  
VOTING:  
ayes 7 nays 0 abstained 0 recused 0  
Legislators present: 7

WHEREAS, the County has negotiated a personal services agreement  
with Servisair LLC., to help provide NYS mandated transportation services  
to approximately 1,700 children with developmental delays who are in  
Preschool Special Education and Early Intervention programs, 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 Servisair LLC.

RULES RESOLUTION NO. – 2013

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TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN  
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Legislature authorizes the County Executive to execute the said agreement  
with Servisair LLC.

George Maragos  
Comptroller



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

## COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

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

CONTRACTOR NAME: Servisair LLC

CONTRACTOR ADDRESS: 660 Cantiague Rock Road, Jericho, NY 11753

FEDERAL TAX ID #: 11-3319570

**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 May 8, 2012 [date]. Potential proposers were made aware of the availability of the RFP by County Website, Newsday [newspaper advertisement, posting on website, mailing, etc.]. \_\_\_\_\_ [#] of potential proposers requested copies of the RFP. Proposals were due on June 11, 2012 [date]. 4 [#] proposals were received and evaluated. The evaluation committee consisted of: Tom Brooks, DSS; Roseann D'Alleva, Budget; Shannon Jauck Health Toni Mason; Health; Jeff Zibolsky DSS [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.

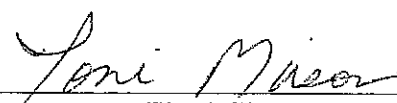
**VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated.** Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate 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.

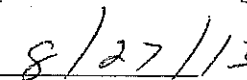
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation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

  
\_\_\_\_\_  
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*

# RFP for DOH Transportation Management Services (RFP# HE0502-1214)

## PROPOSAL EVALUATION RESULTS

Date Evaluation Completed 6/27/2012

HE0502-1214 Management Transportation Services

### FACTORS IN RATING PROPOSALS

### WIEGHT

### RATING SCALE

1. Contract Requirements & Proposed Solution

30%

1	2	3	4	5
LOW				HIGH

6% each

2. Vendor Profile: Organization, Capacity, Staffing, Resumes

20%

1	2	3	4	5
LOW				HIGH

4% each

3. Related Experience

20%

1	2	3	4	5
LOW				HIGH

4% each

4. Cost of Overall Project

30%

1	2	3	4	5
LOW			HIGH	

6% each

Evaluator 1 Tom Brooks (DSS)  
 Evaluator 2 Roseann D'Alleva (Budget)  
 Evaluator 3 Shannon Jauck (DOH)  
 Evaluator 4 Toni Mason (DOH)  
 Evaluator 5 Jeff Zibolsky (DSS)

FAQ

Vendor:

First Transit

Evaluator	Factors				Score
	1	2	3	4	
1	12%	8%	12%	12%	44%
2	6%	8%	4%	6%	24%
3	12%	8%	4%	6%	30%
4	18%	20%	8%	6%	52%
5	12%	12%	8%	6%	38%
Overall (average)					38%

Vendor:

Servisair

Evaluator	Factors				Score
	1	2	3	4	
1	30%	20%	20%	30%	100%
2	30%	20%	20%	24%	94%
3	30%	18%	20%	24%	90%
4	30%	20%	20%	24%	94%
5	12%	12%	12%	18%	54%
Overall (average)					88%

Vendor:

VMC

Evaluator	Factors				Score
	1	2	3	4	
1	24%	20%	18%	24%	86%
2	24%	18%	18%	30%	80%
3	24%	18%	18%	24%	80%
4	30%	18%	18%	30%	86%
5	18%	18%	18%	24%	70%
Overall (average)					80%

## 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 One West Street, Mineola, New York 11501 (the "County"), acting on behalf of the County Department of Health, having its principal office at 106 Charles Lindbergh Blvd. Uniondale, NY 11553 (the "Department"), and (ii) Servisair LLC, a New York State corporation, having its principal office at 660 Cantiague Rock Road, Jericho, New York 11753 (the "Contractor").

### WITNESSETH:

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

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

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

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

1. Term. This term of this Agreement shall be from September 1, 2013 through August 31, 2014 (each calendar year beginning on September 1 and ending on August 31, included in the term of this Agreement, an "Agreement Year"), subject to all the terms and conditions of this Agreement. At the termination of such twelve month period, the County may, in its sole discretion, renew the term of the Agreement for three (3) additional twelve (12) month periods, under the same terms and conditions agreed hereto. Funding for Agreement Years, Three, Four and Five shall be at the sole and absolute discretion of the County, as provided in Section 3(a)(ii) of this Agreement.

2. Services. As detailed in the attached "Appendix B", the Contractor will provide continuing assistance to the County in managing and overseeing contracts with private transportation companies (the "bus companies"), the enforcement of contract provisions and monitoring compliance with the regulations of the New York State Department of Transportation and any other applicable laws, rules or regulations. The Contractor is required to manage and supervise the conduct and operation of the bus companies and to assist the County in drafting specifications for future transportation services bids.

3. Payment.

(a) Consideration.

(i) Second Agreement Year. The maximum amount that the County shall pay the Contractor as full consideration for all the Services provided under this Agreement (the "Maximum") during the Second Agreement Year shall not exceed Three Hundred Sixty Two Thousand, Five Hundred Sixty dollars (\$362,560.00). ✓

(ii) Additional Agreement Years. (A) Funding for additional Agreement Years (three through five) shall be at the sole and absolute discretion of the County and subject to all necessary County approvals. If funds are available and the County elects to fund this Agreement for additional Agreement Years then the County shall notify the Contractor of the Maximum Amount for the additional Agreement Year. The maximum amount of the contract will be increased by three (3%) percent in year two and an additional three (3%) percent in each subsequent year. The notification will be in the form of a letter sent from the County to the Contractor and shall set forth the Maximum Amount for the Additional Agreement Year. The Contractor must return the notification letter to the Department countersigned, within thirty (30) days of receipt in order to accept the Maximum Amount for the additional Agreement Year. If the Contractor rejects the Maximum Amount, then this Agreement shall terminate as of the end of the previous Agreement Year. If the Contractor does not advise the Department of its acceptance or rejection within the time frame stated above, then the Maximum Amount for the additional Agreement Year shall be deemed rejected and this Agreement shall terminate as of the end of the previous Agreement Year. (B). If the County elects not to fund this Agreement for additional Agreement Years, then the County shall send the Contractor notice of the same and this Agreement will terminate as of the date set forth in the County's notice or, if no termination date is set forth, then as of the end of the previous Agreement Year.

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

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

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



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

(f) Budget. The amount to be paid to the Contractor shall be in accordance with the line item budget (Appendix A) attached to this amendment."

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

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

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

(b) 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 may 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 to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Section 87 of the New York State Public Officer's Law. In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

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

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

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

8. Medicaid Assistance Program. The Contractor represents and warrants that it has fully and accurately complied with Appendix BB, attached hereto and incorporated herein by reference, entitled "Medicaid List for Restricted, Terminated or Excluded Individuals or Entities Review". The Contractor shall cooperate with the Department in ascertaining whether a Child is eligible for or enrolled in the Medical

Assistance Program. The Contractor shall forward to the Department monthly, at the same time as its claims, all documentation and information necessary to support the County's billing of the Medical Assistance Program, in such form as prescribed by the Department. The Contractor shall further notify the Department or its designee if the Contractor knows that a Child has such payment sources.

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

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

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

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

10. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or 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 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.

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

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

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

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

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

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles. Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

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

(a) Notice. At least thirty 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 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.

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

16. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, 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.

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

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

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the

terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) The following exhibits and appendices are attached hereto and are made a part of this Agreement:

Appendix A ✓	Budget
Appendix B ✓	Work Plan
Appendix BB ✓	Medicaid List for <u>Restricted, Terminated or Excluded Individuals or Entities Review</u>
Appendix EE ✓	Equal Employment Opportunities for Minorities and Women
Appendix L ✓	Certificate of Compliance
Exhibit A ✓	BUSINESS ASSOCIATE ADDENDUM

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

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

20. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-three dollars (\$533) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001 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. Contractor checks for the administrative service charge should be payable to the order of "Nassau County."

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

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

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

22. 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.

[Remainder of page intentionally left blank]



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

SERVISAIR LLC

By: \_\_\_\_\_

Name: Matt Ellingson

Title: President

Date: August 15, 2013

NASSAU COUNTY

By: \_\_\_\_\_

Name: Richard P. Walker

Title: County Executive

☒ Chief Deputy County Executive

☐ Deputy County Executive

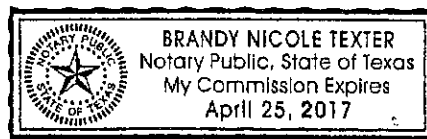
Date: 2/7/14

PLEASE EXECUTE IN BLUE INK

TEXAS  
STATE OF ~~NEW YORK~~ }  
HARRIS } ss.:  
COUNTY OF ~~NASSAU~~

2013  
On the 16th day of August in the year ~~2012~~ before me personally came Matt Ellingson to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Montgomery; that he or she is the President of Servisair LLC, 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.

*Brandy Nicole Texter*  
NOTARY PUBLIC



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

On the 7 day of February in the year 2014 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

*Concetta A. Petrucci*

CONCETTA A. PETRUCCI  
Notary Public, State of New York  
No. 01PE6250026  
Qualified in Nassau County  
Commission Expires April 02, 2016

## Appendix A

### BUDGET

A. Flat fee per student per month [REDACTED]

B. Administrative services for PMR (Parent Mileage Reimbursement) will be provided at no additional cost to the County.

The maximum cap for year two is [REDACTED]\*. The first month invoice may be no more than [REDACTED]. The cumulative amount of the first and second month invoices may be no more than \$[REDACTED] with each month adding and additional [REDACTED] to the cumulative maximum amount billed.

\*The Annual Maximum Cap and the fee per student in years , three (3), four (4) and five (5) will be increased 3% annually. The first month invoice may be no more than one twelfth (1/12) of the cap with subsequent months each adding an additional one twelfth (1/12) to the cumulative amount.

#### ANNUAL MAXIMUM CAP PER SUBSEQUENT AGREEMENT YEARS

Annual Maximum Cap for Year Three - \$[REDACTED] - 1/12 shall be \$[REDACTED]

Annual Maximum Cap for Year Four - \$[REDACTED] - 1/12 shall be \$[REDACTED]

Annual Maximum Cap for Year Five - \$[REDACTED] - 1/12 shall be \$[REDACTED]

#### MONTHLY FLAT FEE PER STUDENT PER SUBSEQUENT AGREEMENT YEARS

Flat fee per student per month in Year Three - \$[REDACTED]

Flat fee per student per month in Year Four - \$[REDACTED]

Flat fee per student per month in Year Five - \$[REDACTED]

**C1. Detailed response identifying your proposed process and system solution to this proposal, if applicable.**

*SA has utilized this section to detail how we perform (and will continue to perform) our duties under the contract as outlined on pages 7-10 of the R.F.P. In addition we have included in this section our computer system solution as outlined in pages 11 of the R.F.P.*

*Section C1 is SA's process response and C2 is our system solution.*

- 1. Provide office space located in Nassau County. This office should be of sufficient size and equipped to effectively fulfill the contract requirements.**

*SA, Nassau County Preschool Transportation Management office is located within SA's Corporate Transportation Management Offices at 660 Carriageway, Rock Road, Jericho, NY. This location is ideal as it is situated with quick access to all of the programs that we service. All office equipment, furniture and supplies are in place and currently used in the operation of this contract. Our office is equipped with a new state of the art phone system with call reporting, call wait time monitoring and call recording. Two (2) T-1 accessed state of the art lines for telephone and High Speed Internet is accessible for all staff and all office equipment needed for this operation. Double redundant in case of phone and internet failure with eight (8) back-up analog P.O. T.S. line. In case of emergency, this office is designed so that we can operate this service at any of our sites locally or nationally.*

- 2. The vendor will be a member of the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee, reporting to the Director of OCSN. The vendor will serve as the staff member to this committee and carry out activities as directed.**

*SA is currently an active member in the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee. SA has been and will continue to attend committee meetings as well as carry out activities, as directed by the Director of OCSN, as a result of the committee recommendations.*

*SA is currently working with provider schools, as recommend by SA and approved by the committee to coordinate bell times to allow school buses to provider transportation to multiple destination on one bus route.*

*SA has always been an active member of the Direction Center, we attend regularly scheduled meetings with all of the Preschool Providers, School Districts and other State and Local Officials.*

# Servisair

We Care

SA knows in order to provide and maintain a safe, reliable and efficient transportation system it is essential that all parties affected by said transportation become a part of the system. These meetings enable us to share ideas and concerns as well as provide updated information relating to transportation issues.

In addition, SA has developed driver and matron orientation meetings, which are conducted at each of the provider sites. During these meetings the driver and matrons are provided with information (supplied by the program) to assist them in how to best provide transportation services to the children, should any issues arise. Also, parents attend these meetings so they can express their concerns, fears, complaints and compliments the children's transportation; these programs have proven to be tremendously successful and are currently being utilized in other counties.

On an as needed basis, SA conducts on site parent and program meetings to address concerns as they arise. It should also be noted that SA has established parental transportation advisory groups at many of the schools in the program. These groups work with SA's staff to enhance the transportation services provided to the programs that their children attend.

SA intends to continue all of the above meetings to ensure the continuation of the service benefits they bring.

3. **Under the direction of OCSN, hold meeting with each school instruction center in order to determine and address concerns. This information will be included in the vendor's monthly report to the DOH/OCSN.**

As stated in response 2, SA has and will continue to hold meeting with the Provider Schools, Parent and Parent Groups as well as the Driver and Matrons.

It is SA initiative that keeping the lines of communication open between the Provider Schools, Parent, and Transportation Providers will only serve to enhance the quality of Transportation Services the children receive.

SA's currently provides the Director of DOH/OCSN a monthly report. The monthly report provides detailed accounts of all activities within the program. The activities include, school related openings and closings, situations that might arise concerning students, parents, bus problems, monthly telephone calls, complements and complaints. The monthly report includes data concerning number of bus routes per provider school, student population per month per school, monthly-liquidated damages per month by contractor and the number of field inspections per month by provider school. If SA is awarded the contract to provide transportation management services for the Nassau County Department of Health, we will continue to provide reports as described above. SA will also continue to supply the County with all reports and data as needed on-demand.

# Servisair

We Care

4. Assist the County in the development of service and equipment specifications as required by law for inclusion in County bids for transportation services.

*Since the award of the County's Transportation Management Contract to SA, we have assisted the County in development of numerous RFP's and RFB's. These RFP's and RFB's have assisted the County in gaining continuous improvements in the preschool transportation program. These specifications include, but are not limited to, the following: exclusive use equipment, zonal arrangements, all vehicles being air conditioned, all brand new buses, drug and alcohol screening of drivers and matrons, fingerprinting of matrons, Man Toux TB. Tests in lieu of the unreliable Tine Tests, enhanced driver, and matron training, vehicles stop arms for all buses and a flag notification system to ensure that students are not left unattended on vehicles. SA will continue to assist the County in developing RFP's and RFB's for upcoming Bids.*

***Prior to the last Request for Proposal, Servisair recommended that the current Transportation bid spec include GPS and video monitoring systems on all buses. Both have proven to be successful tools in providing safe and cost efficient transportation services.***

5. Under the direction of the Director of OCSN, conduct pre-bid conferences to explain to all potential proposers the nature of the services which are subject to bid.

*It is essential that prospective bidders are aware of all aspects of the bid specifications. In order to ensure that all of their concerns and/or issues are addressed, SA conducts and assists the County's Department of Purchase and Supply in all preschool transportation pre-bid conferences. If SA is awarded the preschool management contract, we will continue to conduct pre-bid conferences as needed.*

6. After contract award, assist the selected contractor(s) in the start-up of service.

*Since SA has detailed knowledge related to all aspects of the County's Preschool Program and has considerable experience in start-ups of transportation operations, our assistance is necessary in order to achieve the County's (and SA's) goal of a safe, efficient, reliable, and cost-effective transportation program. Since the award of the County's Preschool Management Contract to SA, we have assisted all of the successful transportation providers in the start-up process; we have developed an effective start-up timeline which details all of the necessary components and time periods essential for a smooth start-up.*

# Servisair

We Care

7. **Monitor the contractor(s) operating performance and compliance with specifications. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*With SA, Nassau County OOH/OCSN will receive an experienced Preschool Transportation Manager as well as a management team, with over one hundred (100) years of combined transportation management experience, which has successfully worked together for over twenty-six (26) years.*

*SA's Management Team meets and discusses program issues and ideas in all of SA's Transportation Management programs on a weekly basis. SA shares approaches and experiences in all our different Transportation Contracts. This sharing of ideas with our Management Team, gives SA the "fresh eyes" approach.*

*Since SA functions as a representative of the County while providing the Transportation Management Services, it is essential that we provide a first class image to the community. In order for SA's Field Inspector (Safety Technician) to monitor the service effectively, SA will provide unmarked 4-wheel drive vehicles equipped with two-way radio and GPS, to be used exclusively for this contract. These vehicles will be used to patrol the service area of the program. So that the program can be effectively monitored SA's Field Inspectors will observe the contractors compliance at various locations including, but not limited to, routine inspections at provider schools, at the contractors facilities, during random site and field inspections. These inspections include:*

- Review and log vehicle O. O. T. sticker status.*
- Check vehicle safety equipment including fire extinguisher, first aid kit, seat belts, emergency window and door operation.*
- Review driver's license.*
- Review operation of vehicle horn, headlights, turn signals, emergency flashers and windshield wipers.*

*Should the vehicle and/or driver not be in compliance with all applicable laws, the Safety Technician/Inspector will not permit children to be transported by such vehicle/driver, and will immediately contact the transportation provider to have a replacement vehicle dispatched. After assuring that safe transportation is in place, the technician will then take appropriate contractual remedies and report same to the Program Manager.*

*After said vehicle has been removed from service, SA's manager will then follow-up to ensure that the vehicles defects have been corrected prior to vehicle being placed back into service.*

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SA implemented a recommendation on behalf on Nassau County DOH/OCSN in the 2011-2012 Transportation Provider bids, requiring real-time GPS system in all vehicle that service the Nassau County Preschool with Special Needs Program. SA has full access to these systems and monitors the vehicle route, speeds and times in real-time through these systems.

SA also implemented an additional recommendation on behalf of Nassau County DOH/OCSN in the 2011-2012 Transportation Providers bids requiring all vehicles that service the Nassau County Preschool with Special Needs Program to have a Video Recording System to capture the activities while the children are on the bus. SA randomly audits these tapes and obtains copies of any videos to review should a complaint or incident occur on the bus.

At least one of SA's staff will be responsible for maintaining a fully computerized file for all drivers and drivers' assistants (and any spare drivers and assistants) providing service for this program. This computerized system will allow SA to track the employee from date of hire, and provide updates for annual physicals, training and retraining dates, results of alcohol and drug screening (including dates of screening), operator license status and class, abstract dates, accidents, complaints, finger printing etc. All information will be available for review by the County.

All transportation providers are required by law to comply with all State: D.O. T. and other requirements. SA's Manager will monitor their compliance with any updated changes and assure compliance with those changes, and will ensure that the Department is notified of all changes. In addition, we will require copies of all D. O. T. bus net reports from each transporter. This report tracks vehicle inspections including pass and fail rates.

8. **Conduct on-site vehicle, loading and service inspections every thirty (30) days. This information will be included in the vendor's monthly report to the DOH/OCSN**

As part of SA's Safety technician's/inspectors duties and responsibilities, they will be required to perform scheduled and random inspections at program facilities, vehicle garages and other locations at a minimum of once every 30 days or more frequently as needed. These visits include the completion of vehicle inspection reports. This vehicle inspection report includes NYS DOT registration and Inspections, route number, vehicle safety equipment compliance, two-way radio operation, tires, mirrors, etc. SA will modify the attached report as required by the Department.

Prior to the start of transportation during the fall and summer programs, SA's management staff and safety technicians/inspectors meet with each transporter and conduct an initial route review. This will ensure that each route will meet the guidelines established by the Department and will allow SA to make adjustments



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as necessary. In addition to the initial route review, SA's Safety Technicians/Inspectors will make periodic route reviews and adjustments throughout the year as students are added/deleted and traffic conditions change due to construction. The Department will be notified of said changes.

The Versatrans Student Transportation Management software allows SA to project the number of route and route feasibilities. This tool allows us to see the actual efficiencies, cost savings and impact to the students, routes and provider schools prior to implementation.

As previously stated, all of SA's safety technicians/inspectors will be given unmarked radio equipped vehicles to patrol the service area. Due to their mobility, they will not only monitor compliance with vehicle and safety specifications, but will randomly observe drivers and driver assistants in performance of their duties. Such random observations will be accomplished by following a vehicle within its route, picking up the vehicle at different points within the route, observing drivers and driver assistant training and retraining sessions.

Prior to approval, SA may require the transporter to have the route time checked through dry runs to assure compliance with time standards. Also, at irregular intervals during the course of the school year, SA will conduct spot audits and/or fill audits of all routes. Results of those audits and course of action taken by SA will be forwarded in report format to the Department for its review.

## **9. Monitor the proper maintenance and cleaning of contractor(s) vehicles.**

As part of their normal duties, SA's safety technicians/inspectors are responsible for on the road and contractor facility site inspection.

These inspections include but are not limited to; review of the contractor's fleet cleanliness, vehicle D. O. T. sticker status, review of vehicle maintenance files, D. O. T. bus net report, vehicle safety equipment status, etc. Should any vehicle not be in compliance with contract specifications the inspector will remove the vehicle from service.

## **10. Conduct regular meetings with the contractor(s) to reinforce effective safety strategies and participate in safety training workshops. A safety library must be maintained which must include films, videotapes and materials for utilization by contractor staff, Department personnel and school/center personnel for the improvement of transportation services and safety. This information will be included in the vendor's monthly report.**

SA conducts annual Driver/Driver Assistant sensitivity training. Prior to approval, SA requires the transporter to have the route time checked through dry runs to assure compliance with time standards. Also, at irregular intervals during the

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course of a school year, SA conducts spot audits of all routes. A result of those audits and course of action taken by SA is forwarded in report format to the Department for its review.

SA has developed an extensive transportation library. SA will continually expand their library through professional workshops and seminars.

11. **Assure the adequate operation of the contractor(s) communications systems. This information will be included in the vendor's monthly report to DOH/OCSN**

As part of the transporter's bid specifications prepared by the County, it is mandatory that they supply a sufficient number of radios for our field inspector/technicians vehicles and our office location. This enables us to monitor the communication between the contractor and their drivers. It provides us with up to the minute vehicle status if there is a delay, breakdown, accident, traffic situation, parent not home, lost vehicle, etc. It also calms parents when they call looking for information concerning their child's bus. When speaking with a SA representative they are able to hear the representative contact the driver utilizing the radio in SA's office.

SA also monitors the transporters contractually required GPS monitoring system. This allows SA to view vehicle location and route paths in real-time.

12. **Utilize a private meteorological service and assist the County in determining whether to suspend transportation due to weather.**

As mentioned in the Qualification and Experience section of our response. SA provides snow removal, salting, sanding and deicing services at many airports throughout the United States. In order for SA to operate effectively, it is necessary for SA to contract with a private meteorological service to provide us with weather forecasts for each area.

SA currently provides the private meteorological service in our existing contract with the County and will continue to do so if awarded the contract.

When the private Meteorological service warns of pending inclement weather, SA's Management Staff is on call 24/7 to monitor and evaluate the conditions. On any inclement weather day, prior to transportation service, SA's Management Staff is in contact with the Transportation Providers, Facility Staff and the Department to evaluate if transportation can be provided in the safest manner.

13. **Monitor the existence of proper safety and training programs at the contractor(s) facilities. This information will be included in the vendor's monthly report to the DOH/OCSN.**

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As part of the RFB's and contract specifications, all drivers and matrons are required to be in compliance with Article 19A of the NY State Vehicle and Traffic Law and Section 156.3 of the regulations of the Commissioner of Education.

In addition to the above, we require that each schools bus driver employed by the Contractor shall have received at least two hours of instruction on school bus safety practices before transporting students. Each driver of a vehicle transporting handicapped pupils exclusively who is initially employed subsequent to January 1, 1976, shall have received an additional hour of instruction concerning the special needs of a handicapped pupils. During the first year of employment, each driver shall complete a course of instruction in school bus safety practices approved by the Department, which shall include two hours of instruction concerning the special needs of handicapped pupils which may require all drivers and matrons to attend training seminars conducted by each school they service. All school bus drivers shall receive a minimum of two hours of refresher instruction in school bus safety at least two times a year, the sessions being conducted prior to the first day of school and prior to February 1<sup>st</sup> of each year. Refresher courses for drivers of vehicles transporting handicapped pupils exclusively shall also include instruction relating to the special needs of handicapped pupils. Contractors shall conform to any changes made by regulatory agencies pertaining to the instruction of school bus drivers.

During safety and training sessions representatives of SA are present and participate in the sessions to ensure compliance with contract specifications.

14. **Under the direction of the Director of OCSN, conduct periodic meetings with center-based program staff and parents to review service. This information will be included in the vendor's monthly report to the DOH/OCSN.**

As previously described in response to item number 2, SA is currently an active member in the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee. SA has been and will continue to attend committee meetings as well as carry out activities, as directed by the Director of OCSN, as a result of the committee recommendations. SA will also continue to be an active member of the direction centers, regularly attending meeting, as well as, continuing to actively develop and participate in Driver and Matron Orientation Meetings.

15. **Prepare, maintain and update a Parent Transportation Booklet in accordance with current DOH/OCSN policy, procedures and requirements. This booklet shall include policies, parent responsibilities, safety issues, weather and snow emergency information, key telephone numbers etc.**

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*Attached for your review are the existing booklet, in both English and Spanish, prepared by SA and approved by the County. Updates (if necessary) are made prior to distribution.*

*If awarded the contract SA will continue to provide these booklets.*

16. **Routine questions, concerns or complaints (arrival, or drop-off time, car seat, vehicle, etc.) will be handled by the bus company(s). The bus companies' telephone numbers will be readily available to parents in The Parent Transportation Booklet. Serious complaints (routine, length of time on bus, etc.) will be handled by the Transportation Management Company. Complaints with potential serious consequences, such as motor vehicle accidents, ambulance response, or security involvement of any type must be immediately reported to DOH/OCSN. All inquiries or complaints regarding the transportation service responded to by the Transportation Management Company and maintained in a monthly communication log. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*When a complaint is received, depending on the nature and severity of it, our Inspector/technicians may respond by immediately going out into the service area and meeting the drivers, or may follow the driver in route. If the complaint is less severe or pertaining to a problem concerning routing, vehicle, car seat, etc. it will be handled by first contacting the transporter involved. In most cases, it will be resolved at the SA inspector/technician transporter's dispatcher's level. If it requires a higher level of involvement the program manager will resolve the issue. The Department of Health is notified when complaints are received. It should also be noted that all calls received by SA's staff are logged on our daily telephone log sheet. The form includes date, weather, time of call, caller name, school/route and comments. This information is included in SA's monthly report to the Director of OCSN.*

*SA's state of the art telephone system records all incoming and outgoing calls and stores them for a period of 90 days. In complex situations call recordings can be downloaded from the system and stored for extended periods of time.*

*SA also monitor's the transporters video recording system when concerns arise during a child's time on the bus. SA is able to visually observe the activities while the vehicle is in service.*

*As previously stated SA also has full access to the transporters GPS system, which enables us to have real time access to vehicle movements and times. Should a call come in regarding a pick up and/or drop off, SA can see the location of the vehicle in real-time.*

17. **The vendor will serve as the liaison between the center-based transportation coordinators, parents and the DOH/OCSN. All contacts will be included in the vendor's monthly report to the DOH/OSCN.**

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*OK [Signature]*  
As a agent for the County (subject to and limited by the terms and conditions found in paragraph 4 of the contract entitled "Independent Contractor"), SA works directly with the preschool program (client, schools/centers) and parents regarding all aspects of the preschool transportation program.

SA is currently an active member in the Department of Health Office of Children with Special Needs (DOH/OCSN) Transportation Committee. SA has been and will continue to attend committee meetings as well as carry out actives, as directed by the Director of OCSN, as a result of the committee recommendations.

We provide updates and reports (as outlined in other sections of our response) to the County of all of SA's activities.

**18. Assign matrons to buses based on the child's Individualized Education Program (IEP) or direction of the DOH/OCSN.**

SA and the DOH/OCSN have developed a matron assignment system that has worked very well. Anytime a matron was required for a particular route the parent requesting a matron must complete a matron request form along with certification from the child's physician. Since SA does not receive the actual IEP forms, once the request for a matron is made, SA will contact the DOH to ensure the need for the matron is part of the child's IEP. Once this is confirmed the request is processed and then forwarded to the contractor to start service. Due to specific needs of the children that are transported in this program, from time to time matron re-assignments are necessary. When that situation arises our manager and/or inspector/technician will go out to the child's home and meet with the parent, child and matron in order to ensure that the child's needs are met. All forms are maintained on file at SA's office.

**19. Review and approve all bus routes, in addition to making day-to-day changes, which seem necessary with respect to routes, number of vehicles and other operating matters, and inform the Department of such changes within seven (7) days. The vendor will include in the monthly report all routes with less than three children including efforts taken to reduce or eliminate these low occupancy vehicles (LOV).**

Prior to the start of the summer and fall programs and whenever a change is needed for bus routers) SA reviews, approves and if necessary, will do dry runs of routes to ensure contract compliance. In addition, SA maintains stringent oversight of all operating matters and the number of vehicles and routes so as to improve cost effectiveness of the program without affecting safety and reliability.

The Versatrans Student Transportation Management software allows SA to graphically view all of the route on a digital map, displaying pick up locations and bus occupancies. The Software allows us to view LOV vehicle and determine if the LOV route can be absorbed into an existing bus route. The software will enable us to look at shared services between facilities as a way to eliminate LOV Vehicle and maximize the cost efficiency of each route. All of these "what-if" scenarios can be done to improve cost savings and minimize the impact to the students, routes and provider schools prior to implementing any changes.

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20. Prepare appropriate reports to the Department as directed, including periodic notification of (a) failures by contractor(s) to comply with specifications or maintain the program and (b) inquiries and complaints and their disposition.

*Along with the Monthly narrative SA provides to the Director of the DOHIOCSN, SA currently provides the reports requested.*

*SA's computer software will supply additional reports and those reports can be modified as needed. The following is a description of some of those reports:*

## **Preschool and Early Intervention Busing Students**

- **Student List** - SA will supply the County with a complete listing of all authorized students for the past month. This report will be sorted by provider schools and in alphabetical order by student's last name.
- **Student Count by Provider School** - A tally of all active students for the month in each Provider School. This is a numerical report only.
- **Cost Per Student** - A breakdown of the cost per student in each zone. This report analyzes special sessions, and equipment costs that may cause an increase in the total cost of the transportation services.
- **Vendor Contract Compliance** - This report will show the contract violation for the month and dollar amount of liquidated damages for each contracted vendor.
- **Shared Services** - A list of all students that are active in the Shared Services Program.

## **Early Intervention Busing Only**

- **All EIP** - A complete alphabetical list sorted by zone of all authorized EIP students for the month.
- **Authorization Renewal** - An alphabetical list of all the EIP students whose authorization will be ending in the upcoming month.

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21. **Develop protocols in response to any contract violations and maintain a record of such violations and subsequent corrective action. This information will be included in the vendor's monthly report to the DOH/OCSN.**

*SA's current protocol for contract violations is as follows:*

- *When a contract violation occurs SA advises the transporters of the incident and related potential liquidated damages.*
- *When contract violations are serious in nature SA will inform DOH/OCSN of the incident immediately.*
- *Violations are faxed to the contractor on the next business day.*
- *SA holds daily, weekly and monthly meetings with individual contractors to review violations and develop resolutions of infractions for corrective measures, which will be taken, by the contractor.*
- *Forward supporting documentation of Liquidated Damages assessments with contractor's monthly invoice to the County.*
- *SA currently includes a breakdown of the monthly violation sent with the contractor's invoice in our monthly report.*

22. **Conduct other activities necessary to establish and promote high quality transportation services for the Department's clients.**

*As stated elsewhere in our proposal, for the past 26 years, SA has provided a high quality of transportation management services for the County. The following activities have assisted SA in delivery of this high quality service:*

- *Implementation of Video Monitoring of all Vehicles used to transport Nassau County Preschool Children with Special Needs.*
- *Implementation of real-time GPS tracking of all Vehicles used to transport Nassau County Preschool Children with Special Needs which is monitored by both the Contractor and SA.*
- *Development and distribution of a parent transportation information pamphlet in both English and Spanish. This concept has been emulated and is now being used by many other counties throughout the State of New York.*
- *Driver and Matron Orientation and recognition day. This program was designed as part of driver and matron training program to further enhance their abilities in assisting the children that they transport.*

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- Development of bid specifications, which include new vehicles and exclusive use of equipment. SA's recommendation of requiring GPS and video monitoring system in all vehicle used to service Nassau County's Preschool Child have proven to be an essential tool in proving safe and efficient transportation services.
- Mandatory drug and alcohol screening for both drivers and matrons, including immediate drug and alcohol screening upon any direct accusations. Previous to the transporter bid specification developed by SA this was not mandatory.
- Fingerprinting of all matrons. Previous to SA's transporter bid specifications this was not a requirement for matron (only for drivers).
- National advertising of bus bids specifications. This had tremendously enhanced competition from vendors outside the local area.
- Developments of student emergency drop off program.
- Development of transportation weather emergency notification system. This included a contract with Metro Weather Services to provide weather alerts and forecasts for SA's Preschool Transportation Area. This service alerts SA in the event of a possible weather emergency and includes condition updates until the event is over.
- Coordinates with a Translation Service Company to provide 24/7 Telephone Translation Services in 157 different languages.
- Developed a notification system to ensure that children are not left unattended on vehicles.
- 2-Way radio communication between SA's office, road inspector vehicles, drivers and contracting facilities.
- SA has developed special training for drivers and driver assistants in the area of early detection and reporting of child abuse and the procedures for dealing with infectious diseases.

SA will continue those of the above activities that are useful, and will endeavor to enhance the service through reviews and adjustments, as appropriate.



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23. **Establish and operate an emergency notification system in order to provide timely communication to parents, providers and OCSN of any changes or cancellations to transportation as a result of weather or other unplanned events. Notification should occur at least one hour before scheduled trip.**

*SA has an account with One Call Now which is an automated phone messaging service used by many school district in the United States. One Call now allows SA to put a call to out to all the Preschool Parents in case an emergency situation should arise.*

*SA has used One Call now in our Orange County Preschool with Special Needs Transportation Management Program and it has proven to be very successful in providing quick necessary communications to hundreds or thousands of parents within minutes.*

*One Call Now also provides SA with call reports, which can identify incorrect or disconnected telephone numbers. This tool help us keep accurate data and keeps SA connected with our Preschooler's Parents.*

24. **Review contractor(s) certified invoices and supporting documentation in accordance with the County comptroller's reasonable requirements; certify that, to the best of its knowledge, such invoices are correct; and submit same to the Department for payment by the County (indicating any adjustments, if appropriate), no later than 60 days after the end of the month the Service was provided.**

*Under SA's existing contract we complete a monthly review of each of the contractor's invoices. This review includes, but is not limited to, route package structure to ensure that each route is assembled in the proper package. SA's staff reviews each route to make certain of the time of first pickup and the last drop off, number of students per route, to ensure vehicle capacities. Route time, to make sure that each route segment is being billed properly. Route package time, to ensure that the total route segments combined, is correct. Then a final review of the County claim voucher to make certain that all of the routes and route packages are listed and billed properly. The above review has been known to result in findings from \$5,000 to \$20,000 per month in errors by the contractors (in their favor).*

*SA will develop a procedure to have the Transportation Providers submit their monthly billing to SA within 30 days from the end of the month. SA will work with DOHIOCSN to develop a procedure to track billing errors and corrections needed from the Transportation Provider and a time-line for these corrections to be submitted to SA to achieve the 60-day deadline.*

## Office Location and Hours of Operation:

1. The Vendor shall staff a local office within Nassau County from 6:30 a.m. to 6:00 p.m. and in accordance with school/center calendars and session times.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

2. The Vendor shall have an answering service in place seven days a week when staff is not available. The vendor will guarantee response to the DOHIOCSN within 60 minutes from the time of the call.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

3. During the summer months, if reduced schedules by school/centers are in effect, the Vendor shall confer with the Department for mutually agreed upon hours of operation.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

4. In all circumstances, the Vendor shall not close its office at the end of the school day until it has been confirmed by the contractor(s) that all children have been safely delivered to their designated or alternative drop-off points.

*SA currently complies with all the above and will continue to do so if awarded the contract.*

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To Comply with Federal, State and Local Law Requirements the Vendor Shall:

1. Assist and monitor each contractor in finger printing for screening purposes, as required by applicable laws. The Vendor shall be responsible for ensuring that finger printing is done by the contractor(s) for drivers through the Department of Motor Vehicles. The Vendor shall also be responsible for ensuring that finger printing is done by the contractor(s) for driver assistants through the Division of Criminal Justice Services. This includes qualifying for and complying with Commissioner of Education Regulation 156.3, Department of Transportation and Motor Vehicle 19A regulations and any applicable local laws.

*SA currently complies with the above and will continue to do so if awarded the contract.*

2. Confirm that all vehicles used in the program are on the New York State Department of Transportation's (DOT's) approved list and are in full compliance with all current rules and regulations of the DOT.

*SA currently complies with the above and will continue to do so if awarded the contract.*

3. Monitor excluded employees list on a monthly basis as required to assist Nassau County recoup maximum Medicaid transportation funding. Lists are maintained by and not limited to the:

- General Services Administration's Federal Excluded Party List System (or any successor system)
- United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,
- New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individual or Entities.

*SA is the current contractor for Suffolk County Medicaid Transportation Coordination Services. SA has worked extensively with the New York State Department of Health's Office of the Medicaid Inspector General and is a Medicaid Provider of Transportation Management Services. SA has over sixteen years (16) experience in Medicaid Transportation Service. This experience give SA access to all Medicaid Excluded and Restricted list, Monthly Medicaid updates, Quarterly Medicaid Transportation conference calls as well as all being an eMedNY user.*

*SA will utilize these resources to ensure that Transportation Services are provided to active and approved Medicaid providers.*

## C2. Records and Reporting Requirements

1. The Contractor shall maintain computerized files of reports on drivers and driver assistants of each transporter under County contract. The Contractor is required to make these files available to the NCDOH upon request.

**Response:**

*SA's Versa Trans software contains an entire database for the purpose of maintaining and tracking drivers and driver assistant files. Data fields are made up of 19A, New York State and Nassau County drivers/driver assistant's rules and regulations, reports are run by transporters and verified by SA for compliance. SA will provide a monthly or on demand reports. Report can be customized to the fit NCDOH needs and transmitted electronically to the Department.*

2. The Contractor shall assist with and monitor each transporter for photo identification of drivers and driver assistants employed in the performance of the program. The Contractor is required to make these files available to the NCDOH upon request.

**Response:**

*SA requires that transporters submit a photocopy of each driver's New York State driver's license with each new Driver 19A sheet. Since driver assistants are not required to have a New York State driver's license, SA will require a copy of each driver assistant's company photo 10 badge. Photo ID's for both driver and driver's assistants are verified along with all other records during driver file and audits of the transporters records. Versa Trans' Software allows SA to scan the photo ID into the system as part of the Drivers and Driver Assistants record.*

*Inspectors check drivers and driver's assistants photo 10 as part of their inspection process. Inspectors then verify in SA's Versa Trans' driver files database that the Transporter has submitted the photo 10 to SA.*

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3. The Contractor shall maintain a file on each child transported from the time he/she enters the program. A report must be compiled that includes such information as required by the NCDOH (e.g., authorization, transportation changes, and special transportation needs). The Contractor is required to retain all records for children for a period of seven (7) years after the last date of enrollment.

## Response:

SA starts each school year (July) with a new database for that school year. SA runs parallel databases for the current school year when preparing a new database for the upcoming school year. Past school years databases are archived on SA's server and can be accessed at any time.

SA enters the Student information for both CPSE (3-5 year olds) and Early Intervention (birth-2 years 11 months) from the Transportation Request Forms (TRF's) into the Versa Trans student database.

Each Student's record allows SA to store and track pertinent information to assist in providing safe and reliable transportation services. This information is included but not limited to Student name, date of birth, legal address, Phone contact numbers, pick up and drop off address, provider school session times, special transportation needs (i.e. wheelchair, car seat, etc), Parents or Guardians, emergency contacts, etc. Each student record also has a free flow notes section to attach any incidents or special circumstances that would assist in providing the safest transportation services.

Reports that are run on the student database include but are not limited to:

## Monthly

- Active student list (busing)
- Active student count (busing)
- Student lists by route number
- Liquidated Damages

## Daily

- Daily change log (list of changes made to student records by zone).

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*All reports can be changed or new reports added based on the needs of NCDOH. All reports can be submitted either on paper or electronically. SA adheres to all transportation record keeping and retention requirements. SA is capable of maintaining records for the required seven years. SA is a HIPAA compliant office and adheres to all HIPAA regulations regarding confidentiality, security and retention of records.*

- 4. The Contractor shall maintain pupil transportation authorizations and attendance records and ensure that these records have information regarding the number of one-way trips provided, in a reporting manner and format established by the NCDOH; including child's name, origination of trip, pickup time, destination and drop off time, bus or license plate number and name of driver.**

**Response:**

*SA has worked with NCDOH in establishing the proper format for the above requirements. SA will continue to utilize this format going forward. SA has both on and offsite storage to retain records for seven years.*

*SA's has been working with Cost Management, NC's Medicaid reimbursement contractor to develop an attendance format that has proven accuracy to withstand Medicaid audits.*

- 5. The Contractor shall report consecutive absences of 5, 10 and 15 days to the NCDOH, as established by NCDOH procedures.**

**Response:**

*SA will provide a report to NCDOH that lists students who have been absent from transportation for 5, 10, 15 or more days consecutively. SA will work with NCDOH to establish the procedures, reports and formats required by NCDOH.*

- 6. The Contractor shall maintain a timely system and procedure for the reporting of all transportation incidents or accidents. The Contractor must notify the Department by telephone immediately of such incidents or accidents, with a report to follow within twenty-four hours. The Contractor shall notify the Department and follow-up with information as received.**

**Response:**

*SA has set up policies and procedures regarding accident/incident reporting which meet or exceed the Departments requirements.*

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7. The Contractors shall maintain computer capabilities as it pertains to the following reporting requirements;

a. Finance - Accounting, billing, invoiced and record keeping.

**Response:**

SA monitors all additions and deletions to the routes on a daily basis. SA meets with each transporter monthly to review these changes and to justify the route hours and review liquidated damages that have been levied. The Transporter submits route schematic, along with a detailed monthly bill listing route packages by hour and total cost. This is compared with SA Excel route spreadsheet for the respected zone. Once approved by SA the voucher is submitted to NCDOH for payment to transporter.

b. Student Information Reports - Individual files, attendance, and any special transportation needs.

**Response:**

SA's computer system has the capability of producing reports on student information. During the past twenty six (26) years, SA has worked closely with NCDOH to design the student reports. A detailed list of SA's students reporting is listed in response to "Section C, item 3". Special transportation needs for students are logged in the student database. SA is able to pull reports based on students' special needs.

SA will continue to work with NCDOH to change or develop student reporting as needed.

c. Safety Reports and Activities - field site activities, inspections, DOT inspection, vehicle safety equipment compliance, driver and driver assistant practices, vehicle safety drills, training programs, telephone complaints and resolution.

**Response:**

SA's Inspectors inspect all routes monthly and report the inspection on a Preschool Transportation Inspection Sheet. Routes are inspected for timeliness, safety equipment, vehicle loads, DOT compliance and loading/unloading procedures. All inspector vehicles are equipped with GPS enabled routing devices.

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SA currently has policies, procedures, and standardized forms in place to comply with all required safety reports and activities.

All calls received by SA's staff are logged on our daily telephone log sheet. The form includes date, weather, time of call, caller name, school/route and comments.

SA's state of the art telephone system records all incoming and outgoing calls and stores them for a period of 90 days. In complex situations call recordings can be downloaded from the system and stored for extended periods of time.

- d. The NCDOH has the right to review and, if needed, make modifications to the current reporting system. If such changes occur, the Contractor will be required to work with the NCDOH in order to ensure that previous computerized files coincide with the new reporting system requirements.

**Response:**

SA has for the past twenty six (26) years worked with NCDOH to review and modify the current reporting system. SA's system can produce both monthly and on-demand reports. SA will continue to meet the NCDOH reporting needs.

**Computerized Routing System Requirements**

The Contractor is required to have a computerized routing system that will be able to track the following program and vehicle requirements in a format to be approved by NCDOH.

**Response:**

SA is in the process of implementing Tyler Technology Versa Trans Transportation Management Software.

Versa Trans is a leading Student Transportation Management software, which is being utilized by thousands of School Districts in the United States including many Long Island School Districts.

The system uses a GIS based geocoding system and the leading digital maps as the backbone of its routing & scheduling software. The flexibility of the software is that it can handle both door-to-door pick-ups (similar to paratransit transportation) and location stops. Versa Trans can graphically identify children's special needs (such as wheelchair bound) to ensure the proper vehicle is assigned to the student.



# Servisair

We Care

*Versa Trans enables SA to import current route and apply efficiency change in "what if" scenarios without any disruptions in service.*

*Versa Trans allows SA to simulate routes and route changes and ensures that our routes are being run in the most efficient manner.*

*The software will also enable SA to graphically view all routes on digital maps including the LOV routes and enable us to maximize shared services where permissible.*

1. **Route Scheduling** - It is the Contractor's responsibility to ensure that a route can be completed in less than a ninety-minute period in Nassau County, unless otherwise directed by the NCDOH.

**Response:**

*SA's software is capable of detailing the time the bus will need to complete the assigned route. SA's highly experienced staff electronically monitors the routes to ensure no child's ride time exceeds the time limitation. The software is also capable of computerizing the optimal route path to ensure vehicles are running the most efficient routes. An Inspector equipped with GPS enabled vehicle, monitors all routes to ensure proper length/time follows this up with a route review.*

2. **Vehicle** - It is the Contractor's responsibility to ensure that each student/vehicle type and specific route information is maintained daily.

**Response:**

*SA performs frequent vehicle inspections and monitors routes for contractual compliance and validity. SA processes changes to a route and/or student information on a daily bases or as needed to ensure that all information is correct and up to date. SA enter assigned route number in the student records. Route numbers are updated through Route Change Logs.*

*SA will continue to upgrade and customize our computer/routing software to meet the needs of the program.*

3. **Route Optimization** - It is the Contractor's responsibility to maintain efficiencies throughout the school year. These efficiencies will be realized by monitoring vehicle load factors and transportation needs of children.

**Response:**

*SA's utilizes state of the art digital maps. SA has not only acquired the Nassau County map but also both Suffolk and Queens County to ensure that even our out of County route are running to the utmost efficiency. SA's staff performs computerized routing simulations to ensure that the routes are running to optimal efficiencies. The software allows SA to adjust vehicle loads, route paths, etc, without directly affecting the routes and the children. SA has developed a procedure for monitoring all Low Occupancy Vehicles (LOV) and making efficiencies. SA apprises the County of this on a regular basis.*

**Transportation Database Management System**

- i. The NCDOH requires potential Contractors to develop a transportation database management system that relates to the reporting and routing requirements of the program.

**Response:**

*The entire report library was developed for the NCDOH Preschool with special needs program with the input of the Bureau.*

*SA will continue to update its report program to suit the need of NCDOH.*

*SA is capable of providing NCDOH with access to all the transportation databases for this program and will work with NCDOH to accommodate your request.*

*SA will continue to work with NCDOH with any further changes or enhancements to the databases or reporting features. SA will continue to provide the County with monthly reports, as well as, any specific report requests..*

**8. MEDICAID**

**Nassau County has contracted with a Medicaid billing company to assist in maximizing Medicaid reimbursement for evaluations and services provided to children who are suspected to, or found to have, special education needs, by approved Preschool Evaluators and Providers. Contracts with Nassau County require service providers to provide documentation pertaining to the delivery of services upon request.**

**In most cases, the service provider is unaware of a child's status with regard to Medicaid, it is "best practice" to have the appropriate documentation for *all* children evaluated and serviced within Nassau County. The current Medicaid billing company has standardized all of the required forms.**

# **Servisair**

We Care

*SA has and will continue to work with the Medicaid billing company to maximize Medicaid reimbursement.*

## APPENDIX BB

### **MEDICAID LIST FOR RESTRICTED, TERMINATED OR EXCLUDED INDIVIDUALS OR ENTITIES REVIEW**

The Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

The Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

- The United States Department of Health and Human Service's Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list (or any successor system), HHS-OIG-Fraud Prevention & Detection - Exclusion Program - Search
- The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities (or any successor system), NYS Office of the Medicaid Inspector General

Individuals and/or business entities who are identified as Restricted, Terminated or Excluded Individuals or Entities must be reported to the director of the Nassau County Department of Health Preschool Special Education Program in writing within three (3) days of discovery and are prohibited and excluded from providing evaluations and/or services to preschool students and receive payments from Nassau County or provide office support/claiming for the evaluations and/or services. These identified individuals and/or business entities must be removed from the student's case immediately until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Contractors will be prohibited from submitting claims to Nassau County for any evaluations and/or services provided to preschool students whose evaluations and/or services would be paid with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services for the month in which they were identified as a Restricted, Terminated or Excluded Individuals or Entities and subsequent months until such time as the individual and/or business entity has been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG.

Restricted, Terminated or Excluded Individuals or Entities who have been granted Reinstatement into the Medicaid program and/or removal from the Restricted/Terminated/Excluded list by the OMIG can notify the director of the Nassau County Preschool Special Education Program in writing of their status and request reinstatement to evaluate and/or provide services to preschool students whose evaluations and/or services paid for with funding from the 4410 program or provide office support/claiming for 4410 evaluations and/or services. The independent provider, individual and/or entity will be notified in writing by Nassau County of the date on which the independent provider, individual and/or entity may begin to provide evaluations and/or services or provide office support/claiming 4410 evaluations and/or services under the terms of this contract.

**Should the Contractor bill in error resulting in a fine to the County, the Contractor shall assume responsibility for the cost of the fine and shall reimburse the County in full. Failure to do such may result in the termination of this Agreement.**

**Appendix EE**  
**Equal Employment Opportunities for Minorities and Women**

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

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

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

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

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

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

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

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

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

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best

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

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

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

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

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

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

(m) The contractor shall provide contracting agency with information regarding all

subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

Appendix L

Certificate of Compliance

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

1. The chief executive officer of the Contractor is:

Matt Ellingson (Name)

151 Northpoint Drive, Houston, TX 77060 (Address)

281-260-3900 (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:

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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:

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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.

8/16/2013  
Dated

  
Signature of Chief Executive Officer

Matt Ellingson  
Name of Chief Executive Officer

Sworn to before me this

16<sup>th</sup> day of August, 2013.

Brandy Nicole Texter  
Notary Public

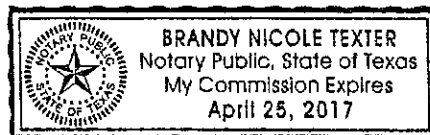


Exhibit A ✓

BUSINESS ASSOCIATE ADDENDUM

This addendum ("Addendum") is effective as of \_\_\_\_\_, 2011 and amends and is made part of the agreement dated as of \_\_\_\_\_ (as the same may be amended, modified, or supplemented, including, without limitation, by this Addendum, the "Agreement") by and between **SERVISAIR, LLC** (the "Contractor") and Nassau County, a New York municipal corporation, acting on behalf of the County Department of Health (collectively, the "County"). The County, and the Contractor mutually agree to modify the Agreement to incorporate the terms and conditions of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-164) (collectively, "HIPAA").

WITNESSETH:

WHEREAS, the County wishes to allow the Contractor to have access to Protected Health Information ("PHI"), including but not limited to, Electronic Protected Health Information ("EPHI") which is either provided to the Contractor by the County, or received, viewed, or created by the Contractor on behalf of the County in the course of performing the Services hereinafter set forth;

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

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

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

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

**1. DEFINITIONS**

Capitalized terms used, but not otherwise defined, in this Addendum shall have the meaning set forth in HIPAA at 45 CFR §§160.103, 164.103 and 164.501.

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

1.2 Electronic Protected Health Information. "Electronic Protected Health Information" or "EPHI" shall have the meaning set forth in 45 C.F.R. § 160.103.

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

1.4 Individual. "Individual" shall have the same meaning as the term "individual" set forth in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

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

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

1.7 Protected Health Information or PHI. "Protected Health Information," or "PHI" shall have the same meaning as the term "protected health information" set forth in 45 CFR § 160.103.

1.8 Required by Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR §164.103.

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

1.10 Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

1.11 Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164.

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

## **2. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE CONTRACTOR**

2.1 Use and Disclosure to Provide the Services to the Contractor. The Contractor provides or will provide to, for, or on behalf of the County certain services (the "Services"), which Services require the use and/or disclosure of PHI pursuant to and as described in the Agreement, of which this Addendum is made a part. Except as otherwise expressly provided herein, the Contractor may use or disclose PHI in relation to such Services only as necessary to comply with applicable state and federal laws and to satisfy its obligations hereunder, as long as such use or disclosure of PHI would not violate (a) the Privacy Rule if done by the County and (b) any other applicable federal or state law which imposes requirements of confidentiality on the use and/or disclosure of PHI more stringent than those imposed by the Privacy Rule ("Other Legal Requirements"). If there shall exist any conflict between the requirements of the Privacy Rule and the Other Legal Requirements, the Contractor shall comply with both, to the extent possible, and otherwise with the more stringent requirements. All other uses or disclosures of the PHI not expressly authorized herein are strictly prohibited.

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

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

b) disclose PHI in its possession to third parties for management and administration purposes and to satisfy any present or future legal responsibilities of the Contractor, provided that the Contractor shall represent to the County, promptly in writing, that: (i) the disclosures are Required by Law, or (ii) the Contractor has obtained from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §164.504(e)(4). For such written assurances to be satisfactory, they must bind the third party to:

i) maintain the confidentiality of PHI in its possession and limit the use and/or disclosure of such PHI to the purposes for which the Contractor disclosed the PHI to the third party, unless otherwise Required by Law; and

ii) immediately notify the Contractor (who shall immediately notify the County) of any instance in which the third party learns of any unauthorized use and/or disclosure of such PHI.

### **3. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO PHI**

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

a) use and/or disclose PHI only as permitted or required by this Addendum, as required by the Privacy Rule, or as otherwise Required by Law;

b) implement comprehensive procedures for mitigating any harmful effects from any unauthorized use and/or disclosure of PHI by the Contractor, its agents or subcontractors;

c) report to the County's designated Privacy Officer, in writing, any use and/or disclosure of PHI which is not authorized hereunder of which the Contractor becomes aware or has knowledge within one (1) day of the Contractor's discovery of such unauthorized use and/or disclosure. The Contractor's report of such unauthorized use and/or disclosure shall specify at least: (i) the nature of the unauthorized use and/or disclosure; (ii) the specific PHI that was disclosed; (iii) the party responsible for making the unauthorized use and/or disclosure; (iv) what, if any, actions the Contractor has taken or will take to limit the extent of the unauthorized use(s) and/or disclosure(s), and to mitigate the damage resulting therefrom; (v) what, if any, corrective actions the Contractor has or will take to prevent further unauthorized uses and/or disclosures; (vi) when such corrective measures will be taken (if they have not already been completed), and, as applicable, an explanation of why they have not already been completed; and (vii) provide the County with any other information it reasonably requests;

d) develop, implement, maintain and utilize appropriate administrative, technical, and physical safeguards, in compliance with the Social Security Act § 1173(d) (42 U.S.C. § 1320d-2(d)), the Privacy Rule, and any other regulations now in effect or later issued by HHS which implement HIPAA, to preserve the integrity and confidentiality, and to prevent unauthorized use and/or disclosure, of PHI;

e) require any of its subcontractors and/or agents that receive, use, or have any access to PHI, as authorized by this Addendum, to enter into a written agreement, which agreement shall contain provisions substantially similar to this Addendum, to comply with the same obligations and restrictions as are required of the Contractor hereunder;

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

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

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

i) subject to Section 7.4 below, within thirty (30) days of the earlier of the termination of the Agreement or this Addendum, return to the County or destroy all PHI in its possession. The Contractor shall not retain any copies of such information in any form; and

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

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

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

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

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

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

#### **4. RESPONSIBILITIES OF THE COUNTY WITH RESPECT TO PHI**

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

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

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

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

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

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

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

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

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

## **5. RESPONSIBILITIES OF THE CONTRACTOR WITH RESPECT TO EPHI**

5.1 The Contractor's Responsibilities. With respect to any use and/or disclosure of EPHI, Contractor agrees that it shall:

a) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of the County. Contractor shall be responsible for ensuring that such safeguards are adequate to comply with the requirements of the Security Rule.

b) ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

c) report to the County, in writing, any Security Incident within three (3) business days of becoming aware of such Security Incident. Without limiting the foregoing, the Contractor shall



report to the County regarding whether such Security Incident has resulted in a breach of the Security Rule.

d) upon the County's request, provide the County with immediate access to the Contractor's security systems and programs in order for the County to investigate any Security Incident or to audit the Contractor's security systems and programs. The Contractor acknowledges that the County has the right, but not the obligation, to access and audit the Contractor's security systems and programs.

e) provide the Secretary of HHS with access to all records, books, agreements, policies and procedures relating to the use and/or disclosure of EPHI for compliance investigations.

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

## **6. COMPLIANCE WITH STANDARD TRANSACTIONS**

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

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

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

i) alters the definition, data condition, or use of any data element or segment in any Standard Transaction;

ii) adds any elements or segments to the maximum defined data set;

iii) uses any code or data element that is marked "not used" in the Standard Transaction's specifications for execution or is not in the Standard Transaction's specifications for execution; or

iv) changes the meaning or intent of the Standard Transaction's specifications for implementation.

## **7. TERMS AND TERMINATION**

7.1 Term. This Addendum shall become effective as of the date first indicated above, and shall continue in effect until all of the PHI provided by the County to the Contractor, or created or received by the Contractor on behalf of the County, is destroyed or returned to the County, and all other obligations of the parties have been met, unless terminated by the County as provided in Section 7.2. If it is infeasible to return or destroy such PHI, then such PHI shall continue to be protected as set forth in Section 7.4.

7.2 Termination by the County. As provided for under 45 C.F.R. §§ 164.504(e)(2)(iii) and 164.314(a)(2)(i), the County may (a) exercise its rights under Section 7.3 below or (b) immediately terminate the Agreement if the County, in its sole discretion, determines that the Contractor has breached a material term of this Addendum. The County may exercise such right to terminate the Agreement by providing the Contractor with written notice of its intent to terminate specifying the material breach of the Agreement that provides the basis for termination. Such termination will be effective immediately, unless another date is specified in such notice.

7.3 Opportunity to Cure. As provided for under 45 C.F.R. § 164.504(e)(2)(iii) and notwithstanding Section 7.2 hereof, the County may terminate the Agreement, after notice and opportunity to cure as herein provided, if the County, in its sole discretion, determines that the Contractor has unintentionally breached a material term of this Addendum. If the County decides to provide an opportunity to cure in such case, it shall: (a) provide the Contractor with written notice of the existence of an alleged material breach; and (b) afford the Contractor an opportunity to cure the alleged material breach. Failure to cure within fourteen (14) days shall constitute grounds for the immediate termination of the Agreement by the County.

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

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

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

## 8. INDEMNIFICATION

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

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

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

## 9. CONFIDENTIALITY

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

## 10. MISCELLANEOUS

10.1 Survival. The respective rights and obligations of the Contractor and the County under the provisions of Sections 3, 4, 5, 7.4, and 8, solely with respect to PHI the Contractor retains in accordance with Section 7.4 because it is not feasible to return or destroy such PHI, shall survive the termination of the Agreement indefinitely. In addition, Section 9 shall survive termination of this Addendum indefinitely, notwithstanding whether the Contractor retains PHI in accordance with Section 7.4 hereto.

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

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

10.4 Cooperation and Disputes. Each party will reasonably cooperate with the other in the performance of the mutual obligations under this Addendum. If any controversy, dispute, or claim arises between the parties with respect to the Agreement (including, but not limited to, this Addendum), the parties shall make reasonable good faith efforts to resolve such matters informally.

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

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


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

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

NASSAU COUNTY

SERVISAIR, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By:  \_\_\_\_\_  
Print Name: Matt Ellingson  
Title: President  
Date: August 16, 2013