E-247-17

NIFS ID:CLBU17000002 Department: Budget

Capital:

SERVICE: Risk Management Information System

Contract ID #:CFIT09000004 NIFS Entry Date: 21-APR-17 Term: from 02-MAY-17 to 01-MAY-22

Amendment
Time Extension: X
Addl. Funds:X
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	N
4) Vendor Ownership & Mgmt. Disclosure Attached:	Y
5) Insurance Required	Y

Vendor Info:	
Name: **Marsh ClearSight LLC**	Vendor ID#: **361436000**
Address: PO Box 201739 Dallas, TX 753201739	Contact Person: Amanda Sedlak
	Phone: (212)345-3524

Department:
Contact Name: Roseann D'Alleva
Address: 1 West Street Mineola, NY 11501
Phone: (516)571-0525

2017 DEC -5 A 10:58
NASSAU COUNTY

Routing Slip

Department	NIFS Entry: X	02-NOV-17 -- WCOTE
Department	NIFS Approval: X	14-NOV-17 -- WCOTE
DPW	Capital Fund Approved:	
OMB	NIFA Approval: X	14-NOV-17 -- RDALLEVA
OMB	NIFS Approval: X	20-NOV-17 -- WCOTE
County Atty.	Insurance Verification: X	14-NOV-17 -- AAMATO
County Atty.	Approval to Form: X	14-NOV-17 -- DGREGWARE
Dep. CE	Approval: X	30-NOV-17 -- CRIBANDO
Leg. Affairs	Approval/Review: X	21-NOV-17 -- MREYNOLDS

Legislature	Approval:	
Comptroller	NIFS Approval:	
NIFA	NIFA Approval:	

Contract Summary

Purpose: Service contract for risk management information system
Method of Procurement: Competitive bid
Procurement History: Vendor was selected from two submitted proposals due to their expertise and lower cost. A contract was executed in November, 2009 with a term of forty-five (45) months
Description of General Provisions: System configuration, custom development, onn-going support services.
Impact on Funding / Price Analysis: The Maximum Amount in the Original Agreement will increase by $310,442.00 for the payment of the continuation of maintenance and support services, so that the maximum amount that the County will pay to the Contractor as full consideration for all Services provided under the Amended Agreement will be $888,547.50. $61,352.00 will be encumbered each year for the first three years of the agreement and $63,193.00 will be encumbered each year for the final two years of the agreement
Change in Contract from Prior Procurement: The maximum value of the contract will increase from $578,105.50 to $888,547.50
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	DE
Transaction:	500
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$ 61,352.00
Federal	$ 0.00
State	$ 0.00
Capital	$ 0.00
Other	$ 0.00
TOTAL	$ 61,352.00

LINE	INDEX/OBJECT CODE	AMOUNT
03	BUGEN1500/ DE500	$ 61,352.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
		$ 0.00
	TOTAL	$ 61,352.00

NIFA Nassau County Interim Finance Authority

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

1. Vendor: Marsh ClearSight LLC

2. Dollar amount requiring NIFA approval: $61352

Amount to be encumbered: $61352

This is a 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: 5/2/2017 - 5/1/2022
Has work or services on this contract commenced? Y ____

If yes, please explain: Continuation of current vendor

4. Funding Source:

X General Fund (GEN)
Capital Improvement Fund (CAP)
Other

Grant Fund (GRT)
Federal % 0
State % 0
County % 0

Is the cash available for the full amount of the contract?	Y
If not, will it require a future borrowing?	N
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

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

Service contract for risk management information system

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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

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

Contract ID	Date	Amount

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approv al Request Form and any additional information submitted in connection with this request is true an d accurate and that all expenditures that will be made in reliance on this authorization are in confor mance 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 deliberation s.

RDALLEVA 09-NOV-17

Authenticated User ***Date***

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 Cou nty 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

Authenticated User ***Date***

NIFA

Amount being approved by NIFA: _

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

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

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

NIFA reserves the right to request additional information as needed.

Contract ID#: CFIT09000004 02

Department: Risk Management

Contract Details

SERVICE: Service Contract for Risk Management System

NIFS ID #: CLBU17000002 NIFS Entry Date: 4/21/2017 Term: 5/2/2017 – 5/1/2022

New ☐ Renewal ☐	
Amendment	☒
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☐	No ☐

Agency Information

Vendor	
Name Marsh ClearSight LLC (formerly known as CS Stars LLC)	Vendor ID# 361436000 01
Address PO Box 201739 Dallas, TX 753201739	Contact Person Amanda Sedlak
	Phone (212) 345-3524

County Department
Department Contact Roseann D'Alleva
Address 1 West Street, Mineola, NY
Phone (516) 571-0525

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE Appv'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* ☒ *Contractor Registered* ☐	4/21/17	William Gatt	
	OMB	*NIFS Approval (Contractor Registered)* ☑	4/21/17	Eileen Quell	Yes ☑ No ☐ Not required if blanket resolution
	County Attorney	*CA RE & Insurance Verification* ☐	09/26/2017	[illegible]	
	County Attorney	*CA Approval as to form* ☐	10/03/2017	[illegible]	Yes ☑ No ☐
	Legislative Affairs	*Fw'd Original Contract to CA* ☐			
	County Attorney	*NIFS Approval* ☐	10/03/2017	[illegible]	
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐			

PR5254 (1/06)

Contract ID#: CFIT09000004 02

Department: Risk Management

Contract Summary

Description: Service Contract for Risk Management Information System

Purpose:
Maintain the County's Risk Management Information System.

Method of Procurement:
Competitive bid.

Procurement History:
Vendor was selected from two submitted proposals due to their expertise and lower cost. A contract was executed in November, 2009 with a term of forty-five (45) months.

Description of General Provisions:

System configuration, custom development, on-going support services.

Impact on Funding / Price Analysis:

The Maximum Amount in the Original Agreement will increase by $310,442.00 for the payment of the continuation of maintenance and support services, so that the maximum amount that the County will pay to the Contractor as full consideration for all Services provided under the Amended Agreement will be $888,547.50.

$61,352.00 will be encumbered each year for the first three years of the agreement and $63,193.00 will be encumbered each year for the final two years of the agreement

Change in Contract from Prior Procurement:
The maximum value of the contract will increase from $578,105.50 to $888,547.50.

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$61,352.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$61,352.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500/DE500	$61,352.00
2		$
3		$
4		$
5		$
6		$
	TOTAL	$61,352.00

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ **Date:** _____

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

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(As of March 2017)

1. Vendor: Marsh ClearSight LLC (formerly known as CS Stars LLC)

2. Dollar amount requiring NIFA approval: $ 310,442.00

Amount to be encumbered: $ 61,352

This is a ____ New Contract ____ Advisement X Amendment

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

3. Contract Term: 5/2/2017 - 5/1/2022

Has work or services on this contract commenced? ____ Yes X No

If yes, please explain: ____

4. Funding Source:

X General Fund (GEN)
____ Capital Improvement Fund (CAP)
____ Other

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

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

Has the County Legislature approved the borrowing? ____ Yes ____ No

Has NIFA approved the borrowing for this contract? ____ Yes ____ No

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

Risk Management Information Service & Support – Three-year extension of existing agreement with the option to extend the term for one additional two-year period.

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

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

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

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

Current three year Service & Support agreement with a value of $178,698.00 expires on May 1, 2017.

pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

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.

Rosemarie [illegible] 4/18/17

Signature Title Date

Print Name

COMPTROLLER'S OFFICE

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

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

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Signature Title Date

Print Name

NIFA

Amount being approved by NIFA: _____

Signature Title Date

Print Name

All contract submissions MUST include the County's own routing slip.

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

RULES RESOLUTION NO. – 2017

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY OFFICE OF MANAGEMENT AND BUDGET, AND MARSH CLEARSIGHT LLC, FORMERLY KNOWN AS CS STARS LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Marsh ClearSight LLC, formerly known as CS Stars LLC, in relation to certain services in connection with the Risk Management Information System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Marsh ClearSight LLC, formerly known as CS Stars 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: Marsh Clearsight LLC (formerly CS Stars LLC)
CONTRACTOR ADDRESS: 540 West Madison Street, Suite 1200, Chicago, IL 60661
FEDERAL TAX ID #: 202036689

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

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

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

III. X This is a renewal, extension or amendment of an existing contract.
The contract was originally executed by Nassau County on November 2, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was posted, to which 2 vendors expressed interest and both submitted proposals with sealed price bids. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer (CS Stars LLC) was selected.

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

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

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

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

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

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

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

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

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where

the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

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

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

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

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

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

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

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

Rosemarie Dalleo

Department Head Signature

9/21/17

Date

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

Compt. form Pers./Prof. Services Contracts: Rev. 03/16

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/15/2017

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

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

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: NewYork.Certs@marsh.com Fax: 212-948-0500

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Co. of Pittsburgh, PA	19445
INSURER B : Illinois National Insurance Company	23817
INSURER C : New Hampshire Insurance Company	23841
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Marsh ClearSight LLC
1166 Avenue of the Americas
New York, NY 10036

COVERAGES **CERTIFICATE NUMBER:** NYC-010125729-01 **REVISION NUMBER:** 9

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5152467	09/30/2016	09/30/2017	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			014112195 (AOS)	09/30/2016	09/30/2017	X PER STATUTE / OTH-ER	
A	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N	N / A		014112197 (CA)	09/30/2016	09/30/2017	E.L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH)			014112196 (FL)	09/30/2016	09/30/2017	E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
C	If yes, describe under DESCRIPTION OF OPERATIONS below			014112198 (MA,ND,OH,WA,WI,WY)	09/30/2016	09/30/2017	E.L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Nassau County is included as additional insured (except workers' compensation) where required by written contract.

CERTIFICATE HOLDER

Nassau County
Office of Information Technology
240 Old Country Rd, Room 613
Mineola, NY 11501

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Ricki Fitzsimmons

EPSILON (US) INSURANCE COMPANY

48 South Service Road, Melville, N.Y. 11747

CERTIFICATE OF INSURANCE

****

NAMED INSURED:	Marsh & McLennan Companies, Inc.
ADDITIONAL INSURED:	CS Stars LLC 1166 Avenue of the Americas New York, NY 10036
INSURER:	Epsilon (US) Insurance Company
POLICY NUMBER:	09301718
POLICY PERIOD:	September 30, 2017 – September 30, 2018
LIMIT OF LIABILITY:	$3,000,000 per claim
TYPE OF INSURANCE:	Professional Liability

****

CERTIFICATE HOLDER:	Nassau County Office of Information Technology 240 Old Country Road Mineola, NY 11501

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.

Epsilon (US) Insurance Company

Authorized Representative

Date: September 14, 2017

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036

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?

Neither Marsh ClearSight LLC nor Janet Dell nor Chris Oddy have provided campaign contributions to the campaign committees of the Nassau County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator.

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: Marsh ClearSight LLC

Dated: 9/15/2017

Signed:

Print Name: Chris Oddy

Title: CFO

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. During the previous year, has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law 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? If none, you must so state:

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: 3/14/17

Signed:

Print Name: Chris Oddy

Title: CFO

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

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

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Chris Oddy
   Date of birth 05/01/1978
   Home address 420 W. Eugenie Street
   City/state/zip Chicago, IL 60614
   Business address 540 W. Madison Street, Suite 1200
   City/state/zip Chicago, IL 60614
   Telephone 312-627-6000
   Other present address(es) —
   City/state/zip —
   Telephone —
   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)
   President ___/___/___ Treasurer ___/___/___
   Chairman of Board ___/___/___ Shareholder ___/___/___
   Chief Exec. Officer ___/___/___ Secretary ___/___/___
   Chief Financial Officer 01/01/2010 Partner ___/___/___
   Vice President ___/___/___ ___/___/___
   (Other)

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

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

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

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

Sworn to before me this 18 day of September 2017

PHYLLIS ZAVALA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2018

Phyllis Zavala

Notary Public

Marsh ClearSight LLC

Name of submitting business

Chris Oody

Print name

Signature

CFO

Title

9 / 18 / 2017

Date

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Janet Dell

   Date of birth ___/___/___

   Home address 57 Bonnie Lane

   City/state/zip Clarendon Hills, IL 60514

   Business address 540 W. Madison Street, Suite 1200

   City/state/zip Chicago, IL 60661

   Telephone 312-627-6000

   Other present address(es) ——

   City/state/zip ——

   Telephone ——

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

   President ___/___/___ Treasurer ___/___/___

   Chairman of Board ___/___/___ Shareholder ___/___/___

   Chief Exec. Officer 2/1/17 Secretary ___/___/___

   Chief Financial Officer ___/___/___ Partner ___/___/___

   Vice President ___/___/___ _____ ___/___/___

   (Other)

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

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

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

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

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

Sworn to before me this 18 day of September 2017

PHYLLIS ZAVALA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2018

Notary Public

Marsh ClearSight LLC
Name of submitting business

Janet Dell
Print name

Signature

Chief Executive Officer
Title

9 / 18 / 2017
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: 3-10-17

1) Proposer's Legal Name: Marsh ClearSight LLC

2) Address of Place of Business: 540 W. Madison Street, Suite 1200, Chicago, IL 60661

List all other business addresses used within last five years:
see attached.

3) Mailing Address (if different): _____

Phone: 312-627-6000

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 06-155-2600

5) Federal I.D. Number: Marsh ClearSight FEIN = 20-2036689.

Marsh ClearSight LLC is a disregarded entity for taxation purposes

6) The proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ✓ Other (Describe) Limited Liability Company

7) Does this business share office space, staff, or equipment expenses with any other business?
Yes ✓ No ___ If Yes, please provide details: At the Chicago headquarters address, Marsh ClearSight shares office space with Marsh USA, LLC and Oliver Wyman.

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. Marsh ClearSight LLC is 100% owned by Marsh, LLC, which itself is 100% owned by Marsh & McLennan Companies, Inc.

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. But, see attached.

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. But, see attached

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. _____

10/4/17

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

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

17) Conflict of Interest:

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

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

No conflict exists.

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

No conflict exists.

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

No conflict exists.

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

As a wholly-owned subsidiary of Marsh USA, LLC, Marsh ClearSight employees are bound by the Marsh Code of Conduct policy, titled The Greater Good, which expressly prohibits employees from engaging in any of the behaviors outlined in this form that would or could create a conflict of interest.

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

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

i) Date of formation;

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

iii) Name, address and position of all officers and directors of the company;

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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

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

Sworn to before me this 14 day of MARCH 2017

Notary Public

ADRIENNE C STEVENSON
Official Seal
Notary Public - State of Illinois
My Commission Expires Dec 15, 2019

Name of submitting business: MARSH CLEARSIGHT

By: CHRIS ODOY
Print name

Signature

CFO
Title

07 / 14 / 2017
Date

Nassau County Business History Form – additional disclosures

Response to #2):

Marsh ClearSight also has offices in the following locations:

1166 Avenue of the Americas
New York, N.Y. 10036

1717 Arch Street
Philadelphia, PA 19103

3560 Lennox Road, N.E.
Suite 2400
Atlanta, GA 30326

1212 Ross Street
Amarillo, TX 79102

Response to #12):

In January 2005, MMC and its subsidiary Marsh Inc. entered into a settlement agreement with the New York State Attorney General ("NYAG") and the New York State Insurance Department ("NYSID") to settle a civil complaint relating to Marsh's use of market service agreements with various insurance companies (the "NYAG Lawsuit"). Effective February 11, 2010, MMC and Marsh entered into an Amended and Restated Agreement with NYAG and NYSID, which replaces the January 2005 Settlement Agreement. MMC, Marsh and their subsidiaries and affiliates are evaluating the potential impact, if any, of the changes contained in the Amended and Restated Agreement on their businesses.

Following the filing of the NYAG Lawsuit, private plaintiffs filed civil actions against MMC and its affiliates alleging claims based on allegations that are similar or identical to those alleged in the NYAG Lawsuit. The vast majority of these lawsuits have either been dismissed or settled. In addition, various state regulators and attorneys general initiated investigations and lawsuits relating to the conduct alleged in the NYAG Lawsuit. All of those matters have been resolved.

Marsh has entered into consent orders with the Insurance Departments of several states to resolve questions over alleged insurance law violations. The most common of these relates to surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

Marsh is a national insurance agent and broker and conducts business in all of the 50 states in the U.S. From time to time, Marsh and its subsidiaries are subject to various claims, lawsuits and proceedings including those concerning alleged errors and omissions in connection with the placement of insurance and in rendering consulting services. Marsh believes its reputation for providing quality services and its historic performance over the long term speak for itself. Marsh is committed to serving its clients to the highest professional and ethical standards as demonstrated by its long history as the industry's leader.

For additional information, please see Note 16 to Consolidated Financial Statements in MMC's Form 10-K for the year ended December 31, 2015.

Response to #13):

In January 2005, MMC and its subsidiary Marsh Inc. entered into a settlement agreement with the New York State Attorney General ("NYAG") and the New York State Insurance Department ("NYSID") to settle a civil complaint relating to Marsh's use of market service agreements with various insurance companies (the "NYAG Lawsuit"). Effective February 11, 2010, MMC and Marsh entered into an Amended and Restated Agreement with NYAG and NYSID, which replaces the January 2005 Settlement Agreement. MMC, Marsh and their subsidiaries and affiliates are evaluating the potential impact, if any, of the changes contained in the Amended and Restated Agreement on their businesses.

Following the filing of the NYAG Lawsuit, private plaintiffs filed civil actions against MMC and its affiliates alleging claims based on allegations that are similar or identical to those alleged in the NYAG Lawsuit. The vast majority of these lawsuits have either been dismissed or settled. In addition, various state regulators and attorneys general initiated investigations and lawsuits relating to the conduct alleged in the NYAG Lawsuit. All of those matters have been resolved.

Marsh has entered into consent orders with the Insurance Departments of several states to resolve questions over alleged insurance law violations. The most common of these relates to surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

Marsh is a national insurance agent and broker and conducts business in all of the 50 states in the U.S. From time to time, Marsh and its subsidiaries are subject to various claims, lawsuits and proceedings including those concerning alleged errors and omissions in connection with the placement of insurance and in rendering consulting services. Marsh believes its reputation for providing quality services and its historic performance over the long term speak for itself. Marsh is committed to serving its clients to the highest professional and ethical standards as demonstrated by its long history as the industry's leader.

For additional information, please see Note 16 to Consolidated Financial Statements in MMC's Form 10-K for the year ended December 31, 2009.

Response to #14c):

In January 2005, Marsh ClearSight LLC's ultimate parent entity, Marsh & McLennan Companies, Inc. ("MMC") and its subsidiary Marsh LLC ("Marsh"), entered into a settlement agreement with the New York State Attorney General ("NYAG") and the New York State Insurance Department ("NYSID") to settle a civil complaint relating to Marsh's use of market service agreements with various insurance companies (the "NYAG Lawsuit"). Effective February 11, 2010, MMC and Marsh entered into an Amended and Restated Agreement with NYAG and NYSID, which replaces the January 2005 Settlement Agreement. MMC, Marsh and their subsidiaries and affiliates are evaluating the potential impact, if any, of the changes contained in the Amended and Restated Agreement on their businesses.

Marsh's Settlement Agreement did not resolve any investigation, proceeding or action commenced by NYAG or NYSID against any former or current employees of Marsh. Following the filing of the NYAG

Lawsuit, 12 former Marsh employees pleaded guilty to criminal charges relating to the matters under investigation. Also, in September 2005, eight former Marsh employees were indicted on various counts relating to these same matters. Of those eight defendants, one defendant entered into a guilty plea, two defendants were acquitted on 20 of 21 counts and convicted on the remaining count of restraining trade under the Donnelly Act (N.Y. General Business Law), three defendants were acquitted of all counts against them, and the charges against the remaining two defendants were voluntarily dismissed. In July 2010, the trial court vacated the convictions of the two defendants who were previously convicted; NYAG has appealed that decision. Marsh has no knowledge as to whether state licensing agencies have taken action against any of these former employees.

Response to #15):

Marsh has entered into consent orders with the Insurance Departments of various states to resolve questions over alleged insurance law violations. The most common of these relates to surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

Response to #17A) Proposer's professional qualifications

No.	Question	Response
17.A i)	Date of formation	December 20, 2004
17.A ii)	Name, address, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner	Marsh USA LLC owns a 100% interest in Marsh ClearSight LLC. Marsh & McLennan Companies, Inc. owns a 100% interest in Marsh USA LLC.
17.A iii)	Name, address and position of all officers and directors of the company	Janet Dell Chief Executive Officer 540 W. Madison Street, Suite 1200, Chicago, IL 60661 Chris Oddy Chief Financial Officer 540 W. Madison Street, Suite 1200, Chicago, IL 60661 Mark Pluta Chief Technology Officer 540 W. Madison Street, Suite 1200, Chicago, IL 60661
17.A iv)	State of incorporation (if applicable)	Delaware
17.A v)	The number of employees in the firm	~400
17.A vi)	Annual revenue of firm	~$70M
17.A vii)	Summary of relevant accomplishments	Marsh ClearSight LLC is a leader in providing RMIS technology to Clients worldwide
17.A viii)	Copies of all state and local licenses and permits	Marsh ClearSight LLC, like all Marsh-owned entities is qualified to do business in all fifty (50) US states

:

Response to #18) See the response to Question 17.A i)

Gregware, Daniel

From: Leimone, Christopher
Sent: Thursday, August 17, 2017 9:51 AM
To: Gregware, Daniel
Subject: FW: ClearSight Municipal References

From: Munzing, Steven
Sent: Thursday, August 17, 2017 9:12 AM
To: Leimone, Christopher <cleimone@nassaucountyny.gov>
Subject: FW: ClearSight Municipal References

Are we good?

Steve Munzing
Nassau County – OMB
One West Street, Room 324
Mineola, NY 11501
Office (516) 571-0799
Fax: 516 571-0412
mailto:smunzing@nassaucountyny.gov

From: Sedlak, Amanda [mailto:Amanda.Sedlak@marshclearsight.com]
Sent: Wednesday, August 16, 2017 5:18 PM
To: Munzing, Steven <smunzing@nassaucountyny.gov>
Cc: Ward, Jason <Jason.Ward@marshclearsight.com>
Subject: ClearSight Municipal References

ClearSight References for Nassau County:

Province of Nova Scotia
Department of Internal Services
Bruce Langille, FCIP, CRM
Director of Risk Management & Security Service
Phone: 902-424-2930
Email : Bruce.Langille@novascotia.ca

City of Jacksonville
Mitchell Perin
117 West Duval Street, Suite 335
Jacksonville, FL 32202
Phone: 904-630-2929
Email: mperin@coj.net

Pinellas County Risk Management
Virginia E. Holscher, CPCU
Bureau Director

400 South Fort Harrison Avenue
Clearwater, FL 33756
Phone: 727-464-3559
vholscher@pinellascounty.org

Gregware, Daniel

From: Mullens, Tim <Tim.Mullens@marshclearsight.com>
Sent: Tuesday, September 19, 2017 12:06 PM
To: Gregware, Daniel
Cc: Sedlak, Amanda
Subject: RE: Marsh ClearSight Disclosure documentation

Mr. Gregware,

Thank you. You may not recall from our telephone conversation this past Friday, but Mark Pluta is no longer with Marsh ClearSight and we currently do not have a CTO, though that role will be filled eventually. The interim colleagues is not an officer at that C-suite level. Under these circumstances, the only Principal Questionnaires are the two documents for Janet Dell and Chris Oddy.

Ms. Sedlak will be forwarding a copy of the 10K and we will follow that up with a cert naming the county as an additional insured.

As far as the documentation I submitted is concerned, is that documentation acceptable?

Tim Mullens

Timothy J. Mullens
Counsel | Marsh ClearSight Legal Department

MARSH ClearSight

540 West Madison Street
Suite 1200
Chicago, IL 60661

office 312.683.7013
mobile 312.856.2373
email tim.mullens@marshclearsight.com

Website | LinkedIn | Twitter

From: Gregware, Daniel [mailto:dgregware@nassaucountyny.gov]
Sent: Tuesday, September 19, 2017 8:29 AM
To: Mullens, Tim
Cc: Sedlak, Amanda
Subject: RE: Marsh ClearSight Disclosure documentation

Thank you Mr. Mullens.

The County had previously received a Principal Questionnaire form for Mark Pluta. Mr. Pluta was also disclosed as an officer/director under the Business History Form that the County has on file. Can you please provide an updated Principal Questionnaire Form for Mr. Pluta, and updated disclosure forms that include Mr. Pluta, if he is currently a corporate officer/director/principal?

I think you are already aware of this, but just as a reminder, the County will also need a copy of the Marsh Clearsight LLC 10-K (it does not need to be the entire 10-K, just the portion that shows the vendor's affiliates/related companies and principal/shareholder/member/partner information), and a current insurance certificate naming the County as additional insured in accordance with the insurance limits and types described in the contract.

Let me know if you have any follow-up questions.

Daniel J. Gregware
Assistant County Attorney
Office of the Nassau County Attorney
Municipal Transactions Bureau
One West Street
Mineola, New York 11501
Phone: 516-571-1675
Fax: 516-571-6604
dgregware@nassaucountyny.gov

From: Mullens, Tim [mailto:Tim.Mullens@marshclearsight.com]
Sent: Monday, September 18, 2017 5:49 PM
To: Gregware, Daniel <dgregware@nassaucountyny.gov>
Cc: Sedlak, Amanda <Amanda.Sedlak@marshclearsight.com>
Subject: Marsh ClearSight Disclosure documentation

Dear Mr. Gregware,

It was my pleasure speaking with you this past Friday. As discussed, attached are re-completed and re-executed forms for Marsh ClearSight. Please advise whether these are in compliance with Nassau County's requirements.

Best regards,

Tim Mullens

Timothy J. Mullens
Counsel | Marsh ClearSight Legal Department

MARSH ClearSight

540 West Madison Street
Suite 1200
Chicago, IL 60661

office 312.683.7013
mobile 312.856.2373
email tim.mullens@marshclearsight.com

Website | LinkedIn | Twitter

Marsh ClearSight recommends that you do not submit any personally identifiable information to Marsh ClearSight via e-mail. Marsh ClearSight is not responsible for the interception of any information which may occur over any network outside of the control of Marsh ClearSight, including the Internet. Marsh ClearSight invites you to review its privacy statement here. (http://www.marshclearsight.com/privacy-statement/)

COUNTY OF NASSAU

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

1. Name of the Entity: Marsh ClearSight LLC

Address: 540 W. Madison Street, Suite 1200

City, State and Zip Code: Chicago, IL 60661

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):

Janet Dell, CEO, 57 Bonnie Lane, Clarendon Hills, IL 60514
Chris Oddy, CFO, 420 W. Eugenie Street, Chicago, IL 60614

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.

Marsh USA, Inc., 1166 Avenue of the Americas, New York, N.Y. 10036
Marsh USA, Inc. Owns 100% of Marsh ClearSight LLC
Marsh & McLennan Companies, Inc. Owns 100% of Marsh USA, Inc.

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.

Marsh USA, LLC, parent.
Marsh & McLennan Companies, ultimate parent.
Each company owned by Marsh & McLennan Companies, Inc. is an affiliate of Marsh ClearSight LLC. See the 10K for a complete listing.

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.**

Not applicable.

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

Not applicable

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: 9/15/2017

Signed:

Print Name: Chris Cook

Title: CFO

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.

Additional Information

Stock Ownership of Directors, Management and Certain Beneficial Owners

The following table reflects the number of shares of our common stock beneficially owned by each director and each named executive officer (as defined in the Compensation Discussion and Analysis section beginning on page 21). The table also shows the number of shares beneficially owned by all directors and executive officers of the Company as a group. These common stock holdings are as of February 28, 2017, except with respect to interests in the Company's 401(k) Savings & Investment Plan and Supplemental Savings & Investment Plan, which are as of December 31, 2016. The table also includes the number of shares of common stock beneficially owned by persons known to the Company to own more than five percent of our outstanding shares.

	Amount and Nature of Beneficial Ownership (1)		
Name	Sole Voting and Investment Power	Other than Sole Voting and Investment Power (2)	Total
Anthony K. Anderson (3)	1,000	—	1,000
Peter J. Beshar	144,882	1,303,068	1,447,950
Oscar Fanjul	76,961	—	76,961
Daniel S. Glaser	323,155	3,349,446	3,672,601
H. Edward Hanway	22,168	—	22,168
Deborah C. Hopkins (4)	—	—	—
Elaine La Roche	11,914	2,823	14,737
Mark C. McGivney	28,665	68,194	96,859
Steven A. Mills	27,875	—	27,875
Bruce P. Nolop	32,078	—	32,078
Marc D. Oken	38,055	10,000	48,055
Julio A. Portalatin	61,583	373,913	435,496
Morton O. Schapiro	6,720	56,271	62,991
Lloyd M. Yates	24,585	—	24,585
R. David Yost	18,759	18,641	37,400
Peter Zaffino	161,338	663,170	824,508
All directors and executive officers as a group (5)	1,086,640	6,422,373	7,509,013

Additional Information (Continued)

Name	Aggregate Amount Beneficially Owned	Percentage of Stock Outstanding as of December 31, 2016
Wellington Management Group LLP (6) 280 Congress Street Boston, MA 02210	43,839,245	8.50%
T. Rowe Price Associates, Inc. (7) 100 E. Pratt Street Baltimore, MD 21202	42,628,368	8.20%
BlackRock, Inc. (8) 55 East 52nd Street New York, NY 10055	32,533,021	7.30%
The Vanguard Group (9) 100 Vanguard Blvd. Malvern, PA 19355	32,955,538	6.39%

(1) No director or named executive officer beneficially owned more than 1% of the Company's outstanding common stock, and all directors and executive officers as a group beneficially owned approximately 1.46% of the Company's outstanding common stock.

(2) This column includes shares of the Company's common stock: (i) held indirectly for the benefit of such individuals or jointly, or directly or indirectly for certain members of such individuals' families, with respect to which beneficial ownership in certain cases may be disclaimed or (ii) that represent the individual's interests in the Company's 401(k) Savings & Investment Plan.

This column also includes:

- Marsh & McLennan Companies common stock or stock units subject to issuance in the future with respect to the Directors' Stock Compensation Plan or the Supplemental Savings & Investment Plan, and restricted stock units in the following aggregate amounts: Mr. Beshar, 17,526 shares; Mr. Glaser, 77,704 shares; Ms. La Roche, 2,823 shares; Mr. McGivney, 12,393 shares; Mr. Portalatin, 19,329 shares; Mr. Schapiro, 56,271 shares; Mr. Yost, 18,641 shares; Mr. Zaffino, 43,473 shares; and all directors and executive officers as a group, 290,363 shares; and
- Shares of Marsh & McLennan Companies common stock which may be acquired on or before April 30, 2017 through the exercise of stock options as follows: Mr. Beshar, stock options totaling 1,285,542 shares; Mr. Glaser, stock options totaling 3,271,742 shares; Mr. McGivney, stock options totaling 55,801 shares; Mr. Portalatin, stock options totaling 354,584 shares; Mr. Zaffino, stock options totaling 599,409 shares; and all directors and executive officers as a group, stock options totaling 6,101,108 shares.

(3) Mr. Anderson joined the Board on September 21, 2016.

(4) Ms. Hopkins was appointed to the Board effective January 1, 2017.

(5) This group includes the individuals listed in this table, plus four additional executive officers.

(6) Based solely on a review of Amendment No. 8 to the Schedule 13G Information Statement jointly filed on February 9, 2017 by Wellington Management Group LLP, Wellington Group Holdings LLP, Wellington Investment Advisors Holdings LLP, and Wellington Management Company LLP. The Schedule 13G discloses that (i) each of Wellington Management Group LLP, Wellington Group Holdings LLP and Wellington Investment Advisors Holdings LLP in their capacity as parent holding companies or control persons had shared voting power as to 15,552,516 shares and shared dispositive power as to 43,839,245 shares; and (ii) Wellington Management Company LLP in its capacity as investment adviser had beneficial ownership as to 41,836,458 shares, which is 8.11% of MMC stock outstanding as of December 30, 2016, shared voting power as to 14,418,925 shares and shared dispositive power as to 41,836,458 shares.

(7) Based solely on a review of Amendment No. 7 to the Schedule 13G Information Statement filed on February 7, 2017 by T. Rowe Price Associates, Inc. ("Price Associates"). The Schedule 13G discloses that Price Associates in its capacity as investment adviser had sole voting power as to 12,218,731 shares and sole dispositive power as to 42,591,647 shares.

(8) Based solely on a review of Amendment No. 2 to the Schedule 13G Information Statement filed on January 25, 2017 by BlackRock, Inc. ("BlackRock"). The Schedule 13G discloses that BlackRock in its capacity as a parent holding company or control person had sole voting power as to 31,616,960 shares and sole dispositive power as to 37,533,021 shares.

(9) Based solely on a review of Amendment No. 2 to the Schedule 13G Information Statement filed on February 10, 2017 by The Vanguard Group ("Vanguard"). The Schedule 13G discloses that Vanguard in its capacity as investment adviser had sole voting power as to 805,114 shares; shared voting power as to 99,182 shares; sole dispositive power as to 32,051,569 shares; and shared dispositive power as to 903,969 shares.

Exhibit 21.1

Marsh & McLennan Companies, Inc. List of Subsidiaries
as of February 17, 2017

	Company Name	Country
1	A Wills & Co Limited	United Kingdom
2	A. Constantinidi & CIA. S.C.	Uruguay
3	A.C.N. 000 951 146 Pty Limited	Australia
4	A.C.N. 001 572 961 Pty Limited	Australia
5	A.C.N. 076 935 683 Pty Limited	Australia
6	A.C.N. 102 322 574 Pty Limited	Australia
7	Access Equity Enhanced Fund GP, LLC	United States
8	AD Corretora de Seguros Ltda.	Brazil
9	AD Gestao de Riscos Ltda.	Brazil
10	AD Holding Participacoes Ltda.	Brazil
11	AD Participacoes e Investimentos Ltda.	Brazil
12	AD5 Corretora de Seguros Ltda.	Brazil
13	Admiral Holdings Limited	United Kingdom
14	AFCO Premium Acceptance, Inc.	United States
15	AFCO Premium Credit LLC	United States
16	Aldgate Investments Limited	Bermuda
17	Alexander Forbes Group Holdings Limited	South Africa
18	Alliance Insurance Holdings Limited	United Kingdom
19	Amal Insurance Brokers Limited	Saudi Arabia
20	Assivalo Prestao de Servios Auxiliares do Setor de Seguros Ltda.	Brazil
21	Assur Conseils Marsh S.A.	Senegal
22	Assurance Capital Corporation	United States
23	Assurance Services Corporation	United States
24	Australian World Underwriters Pty Ltd.	Australia
25	Barney & Barney Orange County, LLC	United States
26	BBPS Limited	United Kingdom
27	Beaumont Investments Limited	United Kingdom
28	Beaumonts (Leeds) Limited	United Kingdom
29	Beaumonts Bradford Limited	United Kingdom
30	Beaumonts Guiseley Limited	United Kingdom
31	Beaumonts Insurance Brokers Limited	United Kingdom
32	Beaumonts Insurance Group Limited	United Kingdom
33	Benefitfocus, Inc.	United States
34	Blue Marble Micro Limited	United Kingdom
35	Blue Marble Microinsurance, Inc.	United States
36	Bluefin Insurance Group Limited	United Kingdom
37	Bluefin Insurance Services Limited	United Kingdom
38	Bluefin Underwriting Limited	United Kingdom

39	Bowring (Bermuda) Investments Ltd.	Bermuda
40	Bowring Marine Limited	United Kingdom
41	Bowring Marsh (Bermuda) Ltd.	Bermuda
42	Bowring Marsh (Dublin) Limited	Ireland
43	Bowring Marsh (Hong Kong) Limited	Hong Kong
44	Bowring Marsh Asia Pte. Ltd.	Singapore
45	Bowring Marsh Corretora de Resseguros Ltda.	Brazil
46	Bowring Marsh Limited	United Kingdom
47	Broker 2 Broker Limited	United Kingdom
48	BuildPay, LLC	United States
49	C.T. Bowring Limited	United Kingdom
50	Carpenter Turner Cyprus Ltd	Cyprus
51	Carpenter Turner S.A.	Greece
52	Cascade International Holdings C.V.	Netherlands
53	Cascade Regional Holdings Limited	United Kingdom
54	Castle Cairn (Insurance Brokers) Limited	United Kingdom
55	Central Insurance Services (Holdings) Limited	United Kingdom
56	Central Insurance Services Limited	United Kingdom
57	CH&B (Holdings) Limited	United Kingdom
58	Chronos Insurance Brokers Pty Limited	Australia
59	Claims and Recovery Management (Australia) Pty Limited	Australia
60	Clarke Roxburgh Insurance Brokers Limited	United Kingdom
61	Collins Halden & Burnett Limited	United Kingdom
62	Companias DeLima S.A.	Colombia
63	Consultores 2020 C.A.	Venezuela
64	CPSG Partners, LLC	United States
65	Cronin & Co. Corporate Insurance Brokers Limited	United Kingdom
66	DeLima Marsh S.A. - Los Corredores de Seguros S.A.	Colombia
67	Dovetail Insurance Corp.	United States
68	Dovetail Managing General Agency Corporation	United States
69	Dovetail Technology Service India Private Limited	India
70	DVA - Deutsche Verkehrs-Assekuranz-Vermittlungs GmbH	Germany
71	EnBW Versicherungs Vermittlung GmbH	Germany
72	Encompass Insurance Agency Pty Ltd.	Australia
73	Encon Group Inc./Groupe Encon Inc.	Canada
74	English Pension Trustees Limited	United Kingdom
75	Epsilon (US) Insurance Company	United States
76	Epsilon Insurance Company, Ltd.	Cayman Islands
77	Exchange Insurance Services Limited	United Kingdom
78	Exmoor Management Company Limited	Bermuda
79	Factern Limited	United Kingdom
80	Faulkner & Flynn, LLC	United States
81	Femi Johnson & Company Limited	Nigeria
82	Ferguson Oliver Insurance Limited	United Kingdom
83	Gama Consultores Associados Ltda.	Brazil
84	Gem Insurance Company Limited	Bermuda

85	Global Premium Finance Company	United States
86	Guian S.A.	France
87	Guy Carpenter & Cia (Mexico) S.A. de C.V.	Mexico
88	Guy Carpenter & Cia., S.A.	Spain
89	Guy Carpenter & Co. Labuan Ltd.	Malaysia
90	Guy Carpenter & Company AB	Sweden
91	Guy Carpenter & Company Corredores de Reaseguros Limitada	Chile
92	Guy Carpenter & Company Corretora de Resseguros Ltda.	Brazil
93	Guy Carpenter & Company GmbH	Germany
94	Guy Carpenter & Company Limited	United Kingdom
95	Guy Carpenter & Company Limited	New Zealand
96	Guy Carpenter & Company Participacoes Ltda.	Brazil
97	Guy Carpenter & Company Peru Corredores de Reaseguros S.A.	Peru
98	Guy Carpenter & Company Private Limited	Singapore
99	Guy Carpenter & Company Proprietary Limited	South Africa
100	Guy Carpenter & Company Pty. Ltd.	Australia
101	Guy Carpenter & Company S.A. (Uruguay)	Uruguay
102	Guy Carpenter & Company S.r.l.	Italy
103	Guy Carpenter & Company Venezuela, C.A. (in liquidation)	Venezuela
104	Guy Carpenter & Company, Limited	Hong Kong
105	Guy Carpenter & Company, LLC	United States
106	Guy Carpenter & Company, Ltd./Guy Carpenter & Compagnie, Ltee	Canada
107	Guy Carpenter & Company, S.A.	Belgium
108	Guy Carpenter & Company, S.A.	Argentina
109	Guy Carpenter & Company, S.A.S.	France
110	Guy Carpenter (Middle East) Limited	United Arab Emirates
111	Guy Carpenter Bermuda Ltd.	Bermuda
112	Guy Carpenter Broking, Inc.	United States
113	Guy Carpenter Colombia Corredores de Reaseguros Ltda.	Colombia
114	Guy Carpenter Insurance Brokers (Beijing) Co. Ltd.	China
115	Guy Carpenter Japan, Inc.	Japan
116	Guy Carpenter Mexico Intermediario de Reaseguro, S.A. de C.V.	Mexico
117	Guy Carpenter Reasurans Brokerligi Anonim Sirketi	Turkey
118	HAE Insurance Services Limited	United Kingdom
119	Hamilton Bond (North) Limited	United Kingdom
120	Hamilton Bond Group Limited	United Kingdom
121	Hamilton Bond Limited	United Kingdom
122	Hamilton Bond Midlands Limited	United Kingdom
123	Hansen International Limited	United States
124	HAPIP GP 2009, LLC	United States
125	HAPIP GP, LLC	United States
126	Health Insurance Brokers Limited	United Kingdom
127	Heavy Highway Insurance Solutions, Ltd.	Cayman Islands
128	Howell Shone Insurance Brokers Limited	United Kingdom
129	HSBC Insurance Brokers International (Abu Dhabi) LLC	United Arab Emirates
130	Industrial Risks Protection Consultants	Nigeria

131	Ingeseg S.A.	Argentina
132	Insbrokers Ltda.	Uruguay
133	INSIA a.s.	Czech Republic
134	INSIA Europe SE	Czech Republic
135	INSIA SK s.r.o.	Slovakia
136	InSolutions Limited	United Kingdom
137	Insurance Brokers of Nigeria Limited	Nigeria
138	Interlink Securities Corp.	United States
139	Invercol Limited	Bermuda
140	Irish Pensions Trust Limited	Ireland
141	J&H Marsh & McLennan Limited	Hong Kong
142	J.W. Terrill Benefit Administrators, Inc.	United States
143	Japan Affinity Marketing, Inc.	Japan
144	Jelf Commercial Finance Limited	United Kingdom
145	Jelf Financial Planning Limited	United Kingdom
146	Jelf Group Plc	United Kingdom
147	Jelf Insurance Brokers Limited	United Kingdom
148	Jelf Risk Management Limited	United Kingdom
149	Jelf Wellbeing Limited	United Kingdom
150	Jinvicta Limited	United Kingdom
151	John Lampier & Son Ltd	United Kingdom
152	Johnson & Higgins (Bermuda) Limited	Bermuda
153	Johnson & Higgins Limited	United Kingdom
154	JSL Securities, Inc.	United States
155	Kepler Associates Limited	United Kingdom
156	Kessler & Co Inc.	Switzerland
157	Kessler & Co Inc.	Liechtenstein
158	Kessler Consulting Inc.	Switzerland
159	Kessler Prevoyance Inc.	Switzerland
160	Laterlife.com Limited	United Kingdom
161	Law and Business Economics Limited	United Kingdom
162	Lemac No.7 Limited	United Kingdom
163	Libra Insurance Services Limited	United Kingdom
164	Lomond Macdonald Limited	United Kingdom
165	Lynch Insurance Brokers Limited	Barbados
166	M&M Vehicle, L.P.	United States
167	Mangrove Insurance Solutions PCC Limited	Isle of Man
168	Mangrove Insurance Solutions, PCC	United States
169	Manson Insurance Brokers Limited	United Kingdom
170	Marchant McKechnie Insurance Brokers Limited	United Kingdom
171	Marsh - Insurance Brokers ZAO	Russian Federation
172	Marsh & McLennan (PNG) Limited	Papua New Guinea
173	Marsh & McLennan Agencies AS	Norway
174	Marsh & McLennan Agencies Limited	Hong Kong
175	Marsh & McLennan Agency A/S	Denmark
176	Marsh & McLennan Agency Limited	New Zealand

177	Marsh & McLennan Agency LLC	United States
178	Marsh & McLennan Agency Pty Ltd.	Australia
179	Marsh & McLennan Argentina SA Corredores de Reaseguros	Argentina
180	Marsh & McLennan Companies Acquisition Funding Limited	United Kingdom
181	Marsh & McLennan Companies Acquisition Limited	United Kingdom
182	Marsh & McLennan Companies BVBA/SPRL	Belgium
183	Marsh & McLennan Companies Finance Center (Luxembourg) S.a.r.l.	Luxembourg
184	Marsh & McLennan Companies France S.A.S.	France
185	Marsh & McLennan Companies Holdings (Luxembourg) S.a.r.l.	Luxembourg
186	Marsh & McLennan Companies Regional Holdings S.a.r.l.	Luxembourg
187	Marsh & McLennan Companies Services B.V.	Netherlands
188	Marsh & McLennan Companies UK Limited	United Kingdom
189	Marsh & McLennan Companies, Inc.	United States
190	Marsh & McLennan Deutschland GmbH	Germany
191	Marsh & McLennan Europe S.a.r.l.	Luxembourg
192	Marsh & McLennan Global Broking (Bermuda) Ltd.	Bermuda
193	Marsh & McLennan GP I, Inc.	United States
194	Marsh & McLennan Holdings (Canada) ULC	Canada
195	Marsh & McLennan Holdings, Inc.	United States
196	Marsh & McLennan Innovation Centre	Ireland
197	Marsh & McLennan Innovation Centre Holdings II	Bermuda
198	Marsh & McLennan Innovation Centre Holdings S.a.r.l.	Luxembourg
199	Marsh & McLennan Insurance Services Limited	Hong Kong
200	Marsh & McLennan Management Services (Bermuda) Limited	Bermuda
201	Marsh & McLennan Risk Capital Holdings, Ltd.	United States
202	Marsh & McLennan Servicios, S.A. De C.V.	Mexico
203	Marsh & McLennan Shared Services Canada Limited	Canada
204	Marsh & McLennan Shared Services Corporation	United States
205	Marsh & McLennan, Incorporated (for dissolution)	United States
206	Marsh (Bahrain) Company SPC	Bahrain
207	Marsh (China) Insurance Brokers Co., Ltd.	China
208	Marsh (Hong Kong) Limited	Hong Kong
209	Marsh (Insurance Brokers) LLP	Kazakhstan
210	Marsh (Insurance Services) Limited	United Kingdom
211	Marsh (Isle of Man) Limited (in liquidation)	Isle of Man
212	Marsh (Malawi) Limited	Malawi
213	Marsh (Middle East) Limited	United Kingdom
214	Marsh (Namibia) (Proprietary) Limited	Namibia
215	Marsh (Pty) Ltd	South Africa
216	Marsh (Risk Consulting) LLP	Kazakhstan
217	Marsh (Singapore) Pte. Ltd.	Singapore
218	Marsh A/S	Denmark
219	Marsh AB	Sweden
220	Marsh Advantage Insurance Holdings Pty Ltd	Australia
221	Marsh Advantage Insurance Pty Ltd.	Australia
222	Marsh Africa (Pty) Ltd	South Africa

223	Marsh AG	Switzerland
224	Marsh Argentina S.R.L.	Argentina
225	Marsh AS	Norway
226	Marsh Associates (Pty) Ltd	South Africa
227	Marsh Austria G.m.b.H.	Austria
228	Marsh Aviation Insurance Broking Pty Ltd (for dissolution)	Australia
229	Marsh B.V.	Netherlands
230	Marsh Botswana (Proprietary) Limited	Botswana
231	Marsh Brockman y Schuh Agente de Seguros y de Fianzas, S.A. de C.V.	Mexico
232	Marsh Broker de Asigurare-Reasigurare S.R.L.	Romania
233	Marsh Broker Japan, Inc.	Japan
234	Marsh Brokers (Hong Kong) Limited	Hong Kong
235	Marsh Brokers Limited	United Kingdom
236	Marsh Canada Limited/Marsh Canada Limitee	Canada
237	Marsh ClearSight Limited	United Kingdom
238	Marsh ClearSight LLC	United States
239	Marsh Compensation Technologies Administration (Pty) Ltd	South Africa
240	Marsh Corporate Services (Barbados) Limited	Barbados
241	Marsh Corporate Services Isle of Man Ltd	Isle of Man
242	Marsh Corporate Services Limited	United Kingdom
243	Marsh Corporate Services Malta Limited	Malta
244	Marsh Corretora de Seguros Ltda.	Brazil
245	Marsh d.o.o. Beograd	Serbia
246	Marsh d.o.o. za posredovanje u osiguranju	Croatia
247	Marsh Egypt LLC	Egypt
248	Marsh Emirates Insurance Brokerage LLC	United Arab Emirates
249	Marsh Employee Benefits Limited	Ireland
250	Marsh Employee Benefits Zimbabwe (Private) Ltd	Zimbabwe
251	Marsh EOOD	Bulgaria
252	Marsh Eurofinance B.V.	Netherlands
253	Marsh Europe S.A.	Belgium
254	Marsh Financial Advisory Services Limited	China
255	Marsh for Insurance Services - Jordan	Jordan
256	Marsh For Insurance Services [Egypt]	Egypt
257	Marsh Franco Acra, S.A.	Dominican Republic
258	Marsh GmbH	Germany
259	Marsh GSC Servicos e Administracao de Seguros Ltda.	Brazil
260	Marsh Holding AB	Sweden
261	Marsh Holdings (Pty) Ltd	South Africa
262	Marsh Holdings B.V.	Netherlands
263	Marsh IAS Management Services (Bermuda) Ltd.	Bermuda
264	Marsh i-Connect (Pty) Ltd	South Africa
265	Marsh India Insurance Brokers Private Limited	India
266	Marsh Insurance & Investments LLC	United States
267	Marsh Insurance and Reinsurance Brokers LLC	Azerbaijan
268	Marsh Insurance Brokers	United Kingdom

269	Marsh Insurance Brokers (Macao) Limited	Macao
270	Marsh Insurance Brokers (Malaysia) Sdn Bhd	Malaysia
271	Marsh Insurance Brokers (Private) Limited	Zimbabwe
272	Marsh Insurance Brokers Limited	Cyprus
273	Marsh Insurance Consulting Saudi Arabia	Saudi Arabia
274	Marsh Intermediaries Inc.	United States
275	Marsh International Broking Holdings Limited	United Kingdom
276	Marsh International Holdings II, Inc.	United States
277	Marsh International Holdings, Inc.	United States
278	Marsh Investment B.V.	Netherlands
279	Marsh Ireland Holdings Limited	Ireland
280	Marsh Israel (1999) Ltd.	Israel
281	Marsh Israel (Holdings) Ltd.	Israel
282	Marsh Israel Consultants Ltd.	Israel
283	Marsh Israel Insurance Agency Ltd.	Israel
284	Marsh Israel International Brokers Ltd. (in liquidation)	Israel
285	Marsh Japan, Inc.	Japan
286	Marsh JCS Inc.	United States
287	Marsh Kft.	Hungary
288	Marsh Kindlustusmaakler AS	Estonia
289	Marsh Korea, Inc.	Korea, Republic of
290	Marsh Limited	United Kingdom
291	Marsh Limited [Fiji]	Fiji
292	Marsh Limited [New Zealand]	New Zealand
293	Marsh Limited [PNG]	Papua New Guinea
294	Marsh LLC	United States
295	Marsh LLC [Ukraine]	Ukraine
296	Marsh LLC Insurance Brokers	Greece
297	Marsh Ltd. [Wisconsin]	United States
298	Marsh Management Services (Bahamas) Ltd.	Bahamas
299	Marsh Management Services (Barbados) Limited	Barbados
300	Marsh Management Services (Dublin) Limited	Ireland
301	Marsh Management Services (Labuan) Limited	Malaysia
302	Marsh Management Services (MENA) Limited	United Arab Emirates
303	Marsh Management Services (USVI) Ltd.	United States
304	Marsh Management Services Cayman Ltd.	Cayman Islands
305	Marsh Management Services Guernsey Limited	Guernsey
306	Marsh Management Services Inc.	United States
307	Marsh Management Services Isle of Man Limited	Isle of Man
308	Marsh Management Services Jersey Limited	Jersey
309	Marsh Management Services Luxembourg S.a.r.l.	Luxembourg
310	Marsh Management Services Malta Limited	Malta
311	Marsh Management Services Singapore Pte. Ltd.	Singapore
312	Marsh Management Services Sweden AB	Sweden
313	Marsh Marine & Energy AB	Sweden
314	Marsh Marine Nederland B.V.	Netherlands

315	Marsh Medical Consulting GmbH	Germany
316	Marsh Mercer Holdings (Australia) Pty Ltd	Australia
317	Marsh Micronesia, Inc.	Guam
318	Marsh Nest Inc.	United States
319	Marsh Oman LLC	Oman
320	Marsh Oy	Finland
321	Marsh PB Co., Ltd.	Thailand
322	Marsh Philippines, Inc.	Philippines
323	Marsh Privat, A.I.E.	Spain
324	Marsh Private Client Life Insurance Services	United States
325	Marsh Pty. Ltd.	Australia
326	Marsh Qatar LLC	Qatar
327	Marsh RE S.A.C. Corredores de Reaseguros	Peru
328	Marsh Rehder Consultoria S.A. (MRC)	Peru
329	Marsh Rehder S.A. Corredores de Seguros	Peru
330	Marsh Resolutions Pty Limited	Australia
331	Marsh Risk and Consulting Services (Pty) Ltd	Namibia
332	Marsh Risk Consulting B.V.	Netherlands
333	Marsh Risk Consulting Limitada	Chile
334	Marsh Risk Consulting Ltda.	Colombia
335	Marsh Risk Consulting Services S.r.L.	Italy
336	Marsh Risk Consulting, S.L.	Spain
337	Marsh S.A. Corredores De Seguros	Chile
338	Marsh S.A.S.	France
339	Marsh S.p.A.	Italy
340	Marsh s.r.o.	Czech Republic
341	Marsh s.r.o.	Slovakia
342	Marsh SA	Luxembourg
343	Marsh SA [Argentina]	Argentina
344	Marsh SA [Belgium]	Belgium
345	Marsh SA [Uruguay]	Uruguay
346	Marsh Saldana Inc.	Puerto Rico
347	Marsh Saudi Arabia Insurance & Reinsurance Brokers	Saudi Arabia
348	Marsh Secretarial Services Limited	United Kingdom
349	Marsh Semusa, S.A.	Panama
350	Marsh Services Limited	United Kingdom
351	Marsh Services Spolka z.o.o.	Poland
352	Marsh SIA	Latvia
353	Marsh Sigorta ve Reasurans Brokerligi Anonim Sirketi	Turkey
354	Marsh Spolka z.o.o.	Poland
355	Marsh Szolgaltato Kft.	Hungary
356	Marsh Takaful Brokers (Malaysia) Sdn Bhd	Malaysia
357	Marsh Treasury Services (Dublin) Limited	Ireland
358	Marsh Treasury Services Limited	United Kingdom
359	Marsh Tunisia S.a.r.l.	Tunisia
360	Marsh Uganda Limited	Uganda

361	Marsh UK Limited	United Kingdom
362	Marsh USA (India) Inc.	United States
363	Marsh USA Borrower LLC	United States
364	Marsh USA Inc.	United States
365	Marsh Venezuela C.A. Sociedad de Corretaje de Seguros	Venezuela
366	Marsh Vietnam Insurance Broking Company Ltd	Vietnam
367	Marsh Zambia Limited	Zambia
368	Marsh Zimbabwe Holdings (Pvt) Limited	Zimbabwe
369	Marsh, Lda.	Portugal
370	Marsh, S.A. Mediadores de Seguros	Spain
371	Matthiessen Assurans AB	Sweden
372	Mees & Zoonen S.r.l.	Italy
373	Mercer (Argentina) S.A.	Argentina
374	Mercer (Australia) Pty Ltd	Australia
375	Mercer (Austria) GmbH	Austria
376	Mercer (Belgium) SA-NV	Belgium
377	Mercer (Canada) Limited/Mercer (Canada) Limitee	Canada
378	Mercer (Colombia) Ltda.	Colombia
379	Mercer (Danmark) A/S	Denmark
380	Mercer (Finland) OY	Finland
381	Mercer (France) SAS	France
382	Mercer (Hong Kong) Limited	Hong Kong
383	Mercer (Ireland) Limited	Ireland
384	Mercer (Malaysia) Sdn. Bhd.	Malaysia
385	Mercer (N.Z.) Limited	New Zealand
386	Mercer (Nederland) B.V.	Netherlands
387	Mercer (Norge) AS	Norway
388	Mercer (Polska) Sp.z o.o.	Poland
389	Mercer (Portugal) Lda	Portugal
390	Mercer (Singapore) Pte. Ltd.	Singapore
391	Mercer (Sweden) AB	Sweden
392	Mercer (Switzerland) SA	Switzerland
393	Mercer (Taiwan) Ltd.	Taiwan
394	Mercer (Thailand) Ltd.	Thailand
395	Mercer (US) Inc.	United States
396	Mercer Africa Limited	United Kingdom
397	Mercer Asesores de Seguros S.A.	Argentina
398	Mercer Broking Ltd.	Taiwan
399	Mercer Consultation (Quebec) Ltee.	Canada
400	Mercer Consulting (Australia) Pty Ltd	Australia
401	Mercer Consulting (Chile) Limitada	Chile
402	Mercer Consulting (China) Limited	China
403	Mercer Consulting (France) SAS	France
404	Mercer Consulting (India) Private Limited	India
405	Mercer Consulting (South Africa) Pty Limited	South Africa
406	Mercer Consulting B.V.	Netherlands

407	Mercer Consulting Group, Inc.	United States
408	Mercer Consulting Holdings Sdn. Bhd.	Malaysia
409	Mercer Consulting Limited	United Kingdom
410	Mercer Consulting Middle East Limited	United Arab Emirates
411	Mercer Consulting Venezuela, C.A.	Venezuela
412	Mercer Consulting, S.L.U.	Spain
413	Mercer Corredores de Seguros Limitada	Chile
414	Mercer Corretora de Seguros Ltda	Brazil
415	Mercer Danismanlik Anonim Sirketi	Turkey
416	Mercer Deutschland GmbH	Germany
417	Mercer Employee Benefits - Medicacao de Seguros Unipessoal Lda.	Portugal
418	Mercer Employee Benefits Limited	United Kingdom
419	Mercer Financial Advice (Australia) Pty Ltd	Australia
420	Mercer Financial Services Limited	Ireland
421	Mercer Financial Services Middle East Limited	United Arab Emirates
422	Mercer Global Investments Canada Limited	Canada
423	Mercer Global Investments Europe Limited	Ireland
424	Mercer Global Investments Management Limited	Ireland
425	Mercer Health & Benefits (Singapore) Pte. Ltd.	Singapore
426	Mercer Health & Benefits Administration LLC	United States
427	Mercer Health & Benefits LLC	United States
428	Mercer Holdings, Inc.	United States
429	Mercer Holdings, Inc. [Philippines]	Philippines
430	Mercer HR Consulting Borrower LLC	United States
431	Mercer HR Services, LLC	United States
432	Mercer Human Resource Consulting Ltda	Brazil
433	Mercer Human Resource Consulting S.A. de C.V.	Mexico
434	Mercer ICC Limited	Guernsey
435	Mercer Investment Consulting Limited	Ireland
436	Mercer Investment Consulting LLC	United States
437	Mercer Investment Management, Inc.	United States
438	Mercer Investment Solutions (Singapore) Pte. Ltd.	Singapore
439	Mercer Investment Solutions Ltd.	Japan
440	Mercer Investments (Australia) Limited	Australia
441	Mercer Investments (Hong Kong) Limited	Hong Kong
442	Mercer Investments (New Zealand) Limited	New Zealand
443	Mercer Ireland Holdings Limited	Ireland
444	Mercer Italia Srl Socio Unico	Italy
445	Mercer Japan Ltd.	Japan
446	Mercer Korea Co. Ltd.	Korea, Republic of
447	Mercer Limited	United Kingdom
448	Mercer LLC	United States
449	Mercer Marsh Beneficios S.A.	Argentina
450	Mercer Master Trustees Limited	Ireland
451	Mercer Mauritius Ltd.	Mauritius
452	Mercer MC Consulting Borrower LLC	United States

453	Mercer Oliver Wyman Holding B.V.	Netherlands
454	Mercer Outsourcing (Australia) Pty Ltd	Australia
455	Mercer Outsourcing, S.L.U.	Spain
456	Mercer Pensionsraadgivning A/S	Denmark
457	Mercer Philippines, Inc.	Philippines
458	Mercer Private Investment Partners IV General Partner S.a.r.l.	Luxembourg
459	Mercer Private Markets Advisers (US) AG	Switzerland
460	Mercer Private Markets AG	Switzerland
461	Mercer Sigorta Brokerligi Anonim Sirketi	Turkey
462	Mercer Superannuation (Australia) Limited	Australia
463	Mercer System Services LLC	United States
464	Mercer Treuhand GmbH	Germany
465	Mercer Trust Company	United States
466	Mercer Trustees Limited	Ireland
467	Mercer Trustees Limited	United Kingdom
468	Mercer WorkforcePro LLC	United States
469	Mercer, Agente de Seguros, S.A. de C.V.	Mexico
470	Mercury Insurance Services Pty Ltd	Australia
471	MM Risk Services Pty Ltd (for dissolution)	Australia
472	MMA Mid-Atlantic Employee LLC	United States
473	MMA Securities LLC	United States
474	MMC (Singapore) Holdings Pte. Ltd.	Singapore
475	MMC 28 State Street Holdings Inc.	United States
476	MMC Borrower LLC	United States
477	MMC Brazilian Holdings B.V.	Netherlands
478	MMC Capital, Inc.	United States
479	MMC Cascade Regional Holdings, LLC	United States
480	MMC France Holdings (Luxembourg) S.a.r.l.	Luxembourg
481	MMC GP III, Inc.	United States
482	MMC Holdings (Australia) Pty Ltd	Australia
483	MMC Holdings (New Zealand) ULC	New Zealand
484	MMC Holdings (UK) Limited	United Kingdom
485	MMC International Finance (Barbados) SRL	Barbados
486	MMC International Holdings LLC	United States
487	MMC International Limited	United Kingdom
488	MMC International Treasury Centre Limited	United Kingdom
489	MMC Middle East Holdings Limited	United Kingdom
490	MMC Realty, Inc.	United States
491	MMC Regional Asia Holdings B.V.	Netherlands
492	MMC Regional Caribbean Holdings, Ltd.	Bermuda
493	MMC Regional Europe Holdings B.V.	Netherlands
494	MMC Regional LATAM Holdings B.V.	Netherlands
495	MMC Securities (Europe) Limited	United Kingdom
496	MMC Securities LLC	United States
497	MMC Singapore Holdings B.V.	Netherlands
498	MMC Treasury Holdings (UK) Limited	United Kingdom

499	MMC UK Group Limited	United Kingdom
500	MMC UK Pension Fund Trustee Limited	United Kingdom
501	MMOW Limited	United Kingdom
502	MMRC LLC	United States
503	MOW Holding LLC	United States
504	MPIP III GP LLC	United States
505	MPIP IV GP LLC	United States
506	Muir Beddal (Zimbabwe) Limited	Zimbabwe
507	National Economic Research Associates, Inc.	United States
508	National Economic Research Associates, Inc.	United States
509	NERA Australia Pty. Ltd.	Australia
510	NERA do Brasil Ltda. (for dissolution)	Brazil
511	NERA Economic Consulting GmbH	Germany
512	NERA Economic Consulting Limited	New Zealand
513	NERA S.R.L.	Italy
514	NERA SAS	France
515	NERA UK Limited	United Kingdom
516	NetComp Insurance Corp.	United States
517	Neuburger Noble Lowndes GmbH	Germany
518	Normandy Reinsurance Company Limited	Bermuda
519	Northern Alliance Brokers Limited	United Kingdom
520	Obamadrama Limited	United Kingdom
521	OKD Insurance Brokers Limited	United Kingdom
522	Oliver Wyman (Bermuda) Limited	Bermuda
523	Oliver Wyman (Hong Kong) Limited	Hong Kong
524	Oliver Wyman AB	Sweden
525	Oliver Wyman Actuarial Consulting, Inc.	United States
526	Oliver Wyman AG	Switzerland
527	Oliver Wyman B.V.	Netherlands
528	Oliver Wyman Consulting (Shanghai) Ltd	China
529	Oliver Wyman Consulting Limited (in liquidation)	United Kingdom
530	Oliver Wyman Consultoria em Estrategia de Negocios Ltda.	Brazil
531	Oliver Wyman Energy Consulting Limited	United Kingdom
532	Oliver Wyman Energy Group Limited	United Kingdom
533	Oliver Wyman Energy Holdings Limited	United Kingdom
534	Oliver Wyman Energy US Limited	United Kingdom
535	Oliver Wyman FZ-LLC	United Arab Emirates
536	Oliver Wyman GmbH	Germany
537	Oliver Wyman Group KK	Japan
538	Oliver Wyman Limited	United Kingdom
539	Oliver Wyman LLC	Russian Federation
540	Oliver Wyman Ltd.	Korea, Republic of
541	Oliver Wyman Pte. Ltd.	Singapore
542	Oliver Wyman Pty. Ltd.	Australia
543	Oliver Wyman S.L.	Spain
544	Oliver Wyman S.r.l.	Italy

545	Oliver Wyman SAS	France
546	Oliver Wyman Sdn. Bhd.	Malaysia
547	Oliver Wyman Servicios, S. de R.L. de C.V.	Mexico
548	Oliver Wyman SNC	France
549	Oliver Wyman sp. z o.o.	Poland
550	Oliver Wyman SPRL/BVBA	Belgium
551	Oliver Wyman, Inc.	United States
552	Oliver Wyman, S. de R.L. de C.V.	Mexico
553	Oliver, Wyman Limited/Oliver, Wyman limitee	Canada
554	Omega Indemnity (Bermuda) Limited	Bermuda
555	Online Benefits Limited	United Kingdom
556	Organizacion Brockman y Schuh S.A. de C.V.	Mexico
557	Organization Resources Counselors Limited	United Kingdom
558	Osbornes Insurances Oxford Limited	United Kingdom
559	Pallas Marsh Servicos Ltda.	Brazil
560	Peart Holdings Limited	United Kingdom
561	Peart Insurance Brokers Limited	United Kingdom
562	Pension Trustees Limited	United Kingdom
563	Pensionsservice Benefit Network Sverige AB	Sweden
564	Perils AG	Switzerland
565	PFT Limited	United Kingdom
566	PI Indemnity Company, Designated Activity Company	Ireland
567	Pillar Administration Pty Limited	Australia
568	Potomac Insurance Managers, Inc.	United States
569	Professional Claims Handling Limited	United Kingdom
570	PT Marsh Indonesia	Indonesia
571	PT Marsh Reinsurance Brokers Indonesia	Indonesia
572	PT Mercer Indonesia	Indonesia
573	PT Oliver Wyman Indonesia	Indonesia
574	PT Quantum Computing Services	Indonesia
575	PT Quantum Investments	Indonesia
576	PT Quantum Support Services	Indonesia
577	Pymetrics, Inc.	United States
578	R G Ford Brokers (Essex) Limited	United Kingdom
579	R G Ford Brokers Limited	United Kingdom
580	R R B Beratungsgesellschaft fuer Altersversorgung mbh	Germany
581	R. Mees & Zoonen Assuradeuren B.V.	Netherlands
582	R. Mees & Zoonen Holdings B.V.	Netherlands
583	Regional Insurance Group Limited	United Kingdom
584	Resource Benefit Associates	Nigeria
585	Rightpath Reinsurance SPC, Ltd.	Cayman Islands
586	Rivers Group Limited	United Kingdom
587	Riverside Insurance Brokers Limited	United Kingdom
588	Rockefeller Risk Advisors, Inc.	United States
589	Rutherfoord International, Inc.	United States
590	SAFCAR-Marsh	Mali

591	SBJ Holdings Limited	United Kingdom
592	SBJ Stephenson Group Limited	United Kingdom
593	SCIB (Bermuda) Limited	Bermuda
594	SCM Global Real Estate Select GP LLC	United States
595	SCM Infrastructure General Partner S.a r.l.	Luxembourg
596	SCM International Private Equity Select III GP LLC	United States
597	SCM LT General Partner S.a.r.l.	Luxembourg
598	SCM PE General Partner S.a.r.l.	Luxembourg
599	SCM PE II GP Ltd.	Guernsey
600	SCM PE II Scotland GP Ltd.	United Kingdom
601	SCM Strategic Capital Management (Luxembourg) S.a.r.l.	Luxembourg
602	SCM Strategic Capital Management Asia Ltd	Hong Kong
603	Seabury & Smith Borrower LLC	United States
604	Seabury & Smith LLC	United States
605	Sedgwick (Bermuda) Limited	Bermuda
606	Sedgwick (Holdings) Pty. Limited	Australia
607	Sedgwick Consulting Group Limited	United Kingdom
608	Sedgwick Dineen Group Limited	Ireland
609	Sedgwick Financial Services Limited	United Kingdom
610	Sedgwick Forbes Middle East Limited	Jersey
611	Sedgwick Group (Australia) Pty. Limited	Australia
612	Sedgwick Group (Bermuda) Limited	Bermuda
613	Sedgwick Group (Zimbabwe) Limited	Zimbabwe
614	Sedgwick Group Limited	United Kingdom
615	Sedgwick Internationaal B.V.	Netherlands
616	Sedgwick Limited	United Kingdom
617	Sedgwick Management Services (Barbados) Limited	Barbados
618	Sedgwick Management Services (Singapore) Pte Limited	Singapore
619	Sedgwick Noble Lowndes (UK) Limited	United Kingdom
620	Sedgwick Noble Lowndes Group Limited	United Kingdom
621	Sedgwick Noble Lowndes Limited	United Kingdom
622	Sedgwick Noble Lowndes Limited	Hong Kong
623	Sedgwick Overseas Investments Limited	United Kingdom
624	Sedgwick Private Limited	Singapore
625	Sedgwick Re Asia Pacific (Consultants) Pte Ltd (for dissolution)	Singapore
626	Sedgwick Trustees Limited	United Kingdom
627	Sedgwick UK Risk Services Limited	United Kingdom
628	Sedgwick Ulster Pension Trustees Limited	United Kingdom
629	Settlement Trustees Limited	United Kingdom
630	Shanghai Mercer Insurance Brokers Company Ltd.	China
631	Shorewest Insurance Associates, LLC	United States
632	SICAR Marsh S.a.r.l.	Burkina Faso
633	Sirota Asia Pacific Pte. Ltd.	Singapore
634	Sirota Consulting NL B.V.	Netherlands
635	Sirota Consulting UK Limited	United Kingdom
636	Smart Insurance Service Co., Ltd.	Korea, Republic of

637	SME Insurance Services Limited	United Kingdom
638	SMEI Group Limited	United Kingdom
639	Smith Long Term Disability Management Group, Inc.	United States
640	Societe d'Assurances et de Participation Guian SA	France
641	Societe Normandie Conseil Assurances NCA, S.a.r.l	France
642	Software Underwriting Systems Limited	United Kingdom
643	Southern Marine & Aviation Underwriters, Inc.	United States
644	Southern Marine & Aviation, Inc.	United States
645	Sudzucker Versicherungs-Vermittlungs GmbH	Germany
646	Talent Tech Labs, LLC	United States
647	TBX Solutions Limited	United Kingdom
648	The Benefit Express Holdings Limited	United Kingdom
649	The Benefit Express Limited	United Kingdom
650	The Carpenter Management Corporation	United States
651	The Insurance Partnership Commercial Finance Limited	United Kingdom
652	The Insurance Partnership Holdings Limited	United Kingdom
653	The Insurance Partnership Inspection Services Limited	United Kingdom
654	The Insurance Partnership Services Limited	United Kingdom
655	The Positive Ageing Company Limited	United Kingdom
656	The Purple Partnership Limited	United Kingdom
657	The Schinnerer Group, Inc.	United States
658	Think Big I Limited	United Kingdom
659	Thomsons Online Benefits (HK) Ltd.	Hong Kong
660	Thomsons Online Benefits Inc.	United States
661	Thomsons Online Benefits Limited	United Kingdom
662	Thomsons Online Benefits Pte Ltd.	Singapore
663	Thomsons Online Benefits S.R.L Romania	Romania
664	Thomsons Online LLC	United States
665	Tobelan S.A.	Uruguay
666	Torrent Government Contracting Services, LLC	United States
667	Torrent Insurance Services, LLC	United States
668	Torrent Technologies, Inc.	United States
669	Tower Hill Limited	United Kingdom
670	Tower Place Developments (West) Limited	United Kingdom
671	Tower Place Developments Limited	United Kingdom
672	U.T.E. AMG	Spain
673	U.T.E. Marsh - Aon Gil y Carvajal (in liquidation)	Spain
674	U.T.E. Marsh - Caja Castilla La Mancha Junta de Comunidades	Spain
675	U.T.E. Marsh - CCM SESCAM	Spain
676	U.T.E. Marsh - Disbrok Diputacion de Badajoz	Spain
677	U.T.E. Marsh - Disbrok Junta 2006	Spain
678	U.T.E. Marsh - Efir Gestion	Spain
679	U.T.E. Marsh - Salvado Reus	Spain
680	U.T.E. Marsh - Salvado Reus 2012	Spain
681	U.T.E. Marsh - Salvado Vila-Seca 2010	Spain
682	U.T.E. Marsh - Verssa	Spain

683	U.T.E. Marsh - Zihurko (In liquidation)	Spain
684	UAD BB Marsh Lietuva	Lithuania
685	Vezina & Associes Inc.	Canada
686	Vezina Assurances Inc.	Canada
687	Victor O. Schinnerer & Co. (Bermuda), Ltd.	Bermuda
688	Victor O. Schinnerer & Company Limited	United Kingdom
689	Victor O. Schinnerer & Company, Inc.	United States
690	Victoria Hall Company Limited	Bermuda
691	William M. Mercer (Canada) Limited/William M. Mercer (Canada) Limitee	Canada
692	William M. Mercer AB	Sweden
693	William M. Mercer Comercio, Consultoria e Servicos Ltda.	Brazil

AMENDMENT NO. 5

AMENDMENT, (together with any appendices or exhibits attached hereto, this "Amendment"), is effective as of May 1, 2017 (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 Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department")and (ii) Marsh ClearSight LLC, formerly known as CS STARS LLC, a corporation with an office located at 540 West Madison Street, Suite 1200, Chicago, Illinois 60661 (the "Contractor" or "Licensor").

WITNESSETH:

WHEREAS, pursuant to County contract number CFIT09000004 between the County and the Contractor, executed on behalf of the County on November 2, 2009, as amended by amendment one (1), County contract amendment number CLBU12000002, executed on behalf of the County on February 14, 2011, as amended by amendment two (2), County contract amendment number CLBU12000003 executed on behalf of the County on September 30, 2011, and as amended by amendment three (3), County contract amendment number CLBU14000002 executed on behalf of the County on April 8, 2014, as amended by amendment four (4), County contract amendment number CLBU14000006 executed on behalf of the County on December 9, 2014 (together, the "Original Agreement"), the Contractor performs certain services for the County in connection with the Risk Management Information System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 2, 2009 through May 1, 2017, subject to sooner termination as provided for in the Original Agreement (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 Five Hundred Seventy-Eight Thousand One Hundred Five Dollars and Fifty Cents ($578,105.50) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Agreement, amend certain terms and conditions, and increase the Maximum Amount of the Original Agreement in order to update and continue maintenance and support services.

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

1. Term Extension. The Original Agreement shall be extended for three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment shall be May 1, 2020 (the "Initial Renewal Term"), subject to sooner termination as provided under the Original Agreement. Upon expiration of the Initial Renewal Term, County will have a right to renew the Original Agreement and this Amendment, including Statement of Work #5, for two (2) years (the "Additional Renewal Term") by providing Contractor with at least thirty (30) days' advance written notice prior to the end of the Initial Renewal Term, and further provided that:

(i) County is not in breach and is current on all amounts due Marsh ClearSight, provided Contractor is in compliance with all billing/invoice procedures under the Original Agreement;

(ii) County acknowledges and agrees that the rates applicable to Statement of Work #5 shall be as follows:

Contract Years	Annual Fee	Payment Schedule
Years 1, 2 and 3:	$61,352.00	Quarterly, beginning on 5/2/17
Years 4 and 5, if applicable	$63,193.00	Quarterly, beginning on 5/2/20; and Quarterly beginning on 5/2/21

(iii) County will also be responsible for all Fees and expenses associated with any additional Services agreed upon between the parties at Marsh ClearSight's then-current rates.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Eighty-Four Thousand Fifty-Six Dollars and no Cents ($184,056) for the payment of the continuation of maintenance and support services during the Initial Renewal Term, payable in accordance with the Statement of Work # 5 attached to this Amendment, so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement shall be Seven Hundred Sixty-Two Thousand One Hundred Sixty-One Dollars and Fifty Cents ($762,161.50). Should the County exercise the option to renew this Agreement for an additional two years, the Maximum Amount in the Original Agreement shall be increased by an additional One Hundred Twenty-Six Thousand Three Hundred Eighty-Six Dollars and no Cents ($126,386) for the payment of the continuation of maintenance and support services during the Additional Renewal Term so that the Maximum Amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement shall be Eight Hundred Eighty-Eight Thousand Five Hundred Forty-Seven Dollars and Fifty Cents ($888,547.50).

3. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Maximum Amount throughout the term of this Amendment. The Contractor further acknowledges that the first encumbrance shall be Sixty-One Thousand Three Hundred Fifty-Two Dollars ($61,352.00). Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. Definitions. Section 1 of the Original Agreement is amended by adding the below new definition for "Products and Services Schedule" and restating the definitions for "Services" and "Statement of Work," as follows:

"Products and Services Schedule" means the terms attached hereto as Exhibit A pursuant to which Licensor shall provide and County shall purchase the Services.

"Services" means the implementation, support, maintenance, programming and other services specified in the Statement(s) of Work, work orders or services addenda, or otherwise provided by Licensor pursuant to this Agreement, including the Products and Services Schedule.

"Statement of Work" means a Statement of Work entered into by the parties submitted on a form issued by Licensor and signed by the parties that includes the type and details of the specific Services ordered by County; such Statement(s) of Work shall be acknowledged to be incorporated by reference into this Agreement.

5. Testing and Acceptance. The parties hereby acknowledge and agree that the Licensed Software is fully implemented and, therefore, Section 4 of the Original Agreement is hereby deleted in its entirety and replaced by "Intentionally Deleted."

6. Termination. Section 7(b) of the Original Agreement is amended to allow the County to terminate without cause during the term of the Amendment and any renewal terms provided the County provides at least ninety (90) days advance written notice.

7. Statement of Work, Exhibits; Incorporation. The Schedules and Exhibits hereto shall be incorporated into and made a part of the Amendment. The Statement of Work # 5 attached to this Amendment shall be effective May 2, 2017 and incorporated and made a part of Exhibit A of the Original Agreement.

8. Authority. (a) The undersigned representative of the County hereby represents and warrants that the undersigned is an officer, director or agent of the County with full legal rights, power and authority to sign this Amendment on behalf of the County and to bind the County with respect to the obligations enforceable against the County in accordance with its terms.

(b) The undersigned representative of the Contractor hereby represents and warrants that the undersigned is an officer, director or agent of the Contractor with full legal rights, power and authority to sign this Amendment on behalf of the Contractor and to bind the Contractor with respect to the obligations enforceable against the Contractor in accordance with its terms.

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

10. 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 Amendment.

[Remainder of Page Intentionally Left Blank.]

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

Marsh ClearSight LLC

By:_____
Name: CHRIS ODDY
Title: CFO
Date: 4/12/2017

NASSAU COUNTY

By:_____
Name:_____
Title: County Executive
☐ Deputy County Executive
Date:_____

PLEASE EXECUTE IN BLUE INK

APPROVED
By Jill Kastka-Mahoka at 2:21 pm, Apr 12, 2017

STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

On the 12th day of April in the year 2017 before me personally came Chris Oddy to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of COOK; that he or she is the CFO of MARSH, 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.

Phyllis Zavala
NOTARY PUBLIC

PHYLLIS ZAVALA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2018

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

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

NOTARY PUBLIC

Exhibit A

Marsh ClearSight *Products and Services Schedule*

This Products and Services Schedule and its appendices, if any (the "***Schedule***"), sets forth the terms generally applicable to the one or more products or services (the "***Services***") to be provided by Marsh ClearSight to Client as set forth in the Statement(s) of Work incorporated by reference into this Schedule (the "Statement(s) of Work") under the Agreement. Client will pay all applicable rates and fees for the Services as set forth in the Statement of Work applicable to this Schedule and the Agreement. This Schedule and the Services set forth herein shall be effective during the term of the Statement(s) of Work.

Licensed Software Solutions

The Licensed Software solutions will be provided as set forth in the Statement(s) of Work. Any product(s) licensed by Client from Marsh ClearSight and set forth in executed Statement(s) of Work between Marsh ClearSight and Client shall remain licensed to Client until the expiration, termination or other applicable modification of such Statement(s) of Work.

Hosting

Unless hosted locally by the Client, Client Data will be hosted in an information technology infrastructure environment provided by Marsh ClearSight during the Service Term. In the event Client Data is hosted in an environment provided by Marsh ClearSight, the terms of this section shall apply. Regular maintenance is essential to the running of an efficient and secure system infrastructure. While most infrastructure maintenance may be performed while the Marsh ClearSight hosted production environment is fully operational, Marsh ClearSight and Client acknowledge that certain infrastructure maintenance tasks may require the Marsh ClearSight hosted production environment to be taken off-line in order for those tasks to be performed. Marsh ClearSight will provide Client a minimum of ten (10) days' notice prior to any scheduled downtime for infrastructure maintenance of the Marsh ClearSight hosted production environment. Whenever reasonably practical, scheduled downtime for Marsh ClearSight hosted production environment infrastructure maintenance will occur during non-peak hours. Non-peak hours are Friday at 8:00 pm (2000 hours) through Sunday at 3:00 pm (1500 hours) in the following applicable time zones:

Client Hosting Location	Time Zone for Non-Peak Hours
North and South America	U.S. Central Standard or Daylight Savings Time
Europe, Middle East and Africa	Greenwich Mean Time or British Summer Time
Asia Pacific	Australian Eastern Standard or Daylight Savings Time

The parties recognize, however, that emergency infrastructure maintenance may be required for the Marsh ClearSight hosted production environment. Marsh ClearSight will notify the Client of such emergency infrastructure maintenance as soon as reasonably practical.

Services, Support and Service Hours

Support and Service Hours are described in the Statement of Work.

During implementation of the Licensed Software, Marsh ClearSight will provide Client with project deliverables for User Acceptance Testing ("UAT") and will provide Client guidance on the UAT process.

Governing Assumptions

The following are key assumptions in the provision of implementation and other services under the Agreement. This Governing Assumptions Section will not apply to Statement of Work #5.

- Client will actively participate and ensure key personnel are available to address any Client-owned deliverables, actions, or dependencies required for work to proceed per agreed schedule, and each will be made available by Client or their identified agents in a timely manner
- Marsh ClearSight assumes a continuous engagement scenario and as such, Client will provide required resources to facilitate execution, review, testing, or acceptance of all agreed deliverables by the Marsh ClearSight team within the timeframes of the project schedule mutually agreed before the commencement of the project; this will include time from business users and source system owners for meetings, data requests, gathering of data required and most importantly help obtaining timely decisions from relevant parties.
- During the term of the Agreement, If delays or other unanticipated problems occur which are beyond Marsh ClearSight's control, or significant delays or work holds caused or requested by Client or one of Client's agents occur, this may result in release of assigned resources, a delayed completion of the project, and additional fees, which Marsh ClearSight will discuss with Client as soon as identified
- Client will perform all deliverables review and testing activities as requested within the agreed upon activity windows using the agreed upon test formats and procedures.
- Specific deliverables submitted for Client acceptance must be reviewed and formally accepted, or rejected in writing with explanations, within five (5) business days from date of submission from Marsh ClearSight. Deliverables not disposed within the 5 day review and acceptance window will be considered complete and accepted upon the sixth (6) day.
- Marsh ClearSight assumes User Acceptance Testing (UAT) of the final end to end solution will be managed by the client and performed within the timeframes specified within the agreed project plan. Should client fail to perform UAT testing within the agreed testing window, upon expiration of the agreed timeframe, client will be notified of a 30 day extension to the testing window, and upon expiration of the 30 day extension window, if the client has not completed testing or received mutual agreement to extend further, all deliverables will be considered complete and fully accepted on the 31st day and the solution will be promoted to a Production status and the contract considered complete.

Should Client chose to augment or expand the UAT testing process with additional activities not contained in the agreed testing approach and scope, these additional activities will be considered outside of the

scope of work defined and will not affect signoff and promotion of the solution once it has completed the approved testing scenario as defined in the project.

Client Role Review

This Client Role Review Section will not apply to Statement of Work #5.

The Customer Role Review is designed to help Marsh ClearSight's clients understand their part in the major activities of a Services implementation project. It outlines major milestones, highlights decisions needed from the Client and points out implications of changes to the project scope.

The following Client roles are recommended for a successful project (an individual may be responsible for more than one role if applicable):

Client Business Sponsor – This person will be responsible for final approval and signoff on all deliverables. They will also serve as a point of escalation for any project related risks or issues.

Client Project Manager – This person will work directly with the Marsh ClearSight project manager to manage project timelines, risks and align Client resources to complete tasks within the timelines outlined in the project schedule.

Client System Administrator – This person will be the ongoing resource assigned to maintain the Licensed Software. They will work directly with the project team to define specifications and understand configuration options selected during implementation.

Milestones

This Milestones Section will not apply to Statement of Work #5.

Project milestones act as thresholds and help to indicate whether a project is on track to finish as expected. Specific milestones vary by project, but in general, they are defined as the group of accomplishments, results, deliverables and events that measure project progress. The following outlines typical project milestones in a Services project and provides a high level overview of what the Marsh ClearSight team will need from Client in order to perform its obligations:

Major Milestone	Client Contributions
Kickoff meeting or conference call	A successful kickoff meeting or conference call requires attendance by project sponsor, project managers and end users. Identification of decision maker or point-person during this meeting is essential. Client and Marsh ClearSight will review the Agreement during this meeting to confirm accuracy and completeness of project deliverables
Completion of specifications	Engagement during specification process; Client may need to produce samples of output files, reports or other data from legacy system(s) to be uploaded into the Licensed Software

Test environment established	If installation is local, hardware for test environment is to be supplied by Client. Hosted implementations will include a test environment provided by Marsh ClearSight
Transfer of deliverables from test to production environment	In User Acceptance Testing ("UAT"), specific deliverables submitted for Client review and acceptance must be reviewed and formally accepted or rejected in writing (with explanation for such rejection), within five (5) business days from date of submission from Marsh ClearSight. Deliverables not rejected in writing (with explanation for such rejection) within the 5-day review and acceptance window will be considered complete and accepted upon the sixth (6th) business day. Marsh ClearSight assumes UAT will be managed by the client and performed within the timeframes specified within the agreed project plan. Should client fail to perform UAT testing within the agreed testing window, upon expiration of the agreed timeframe, client will be notified of a thirty (30) day extension to the testing window, and upon expiration of the 30-day extension window, if the client has not completed testing or received mutual agreement to extend further, all deliverables will be considered complete and fully accepted on the first day after such extension window and the solution will be promoted to production status.
Training	Successful training requires a complete audience of stakeholders and end users. If training is to be held at Client's facility, Client will be responsible for securing a training location/room, requesting staff participation, scheduling, etc.

Decisions

This Decisions Section will not apply to Statement of Work #5.

Throughout the project, the Marsh ClearSight team will need Client to make choices about the implementation of the Licensed Software. Decisions vary by project, but in general, they follow the nature of the decisions outlined in the table below. Also included in this table is the nature of the information to be provided by Client and a rough estimate of the timeframe.

Decisions and Actions Needed	**Information Needed**	**Timeframe**
System specifications	Decisions regarding screen designs, security setup and other system specifications such as custom reports	Beginning of project
Validation of data conversion deliverables	Approval and signoff is needed on data mappings and prior to final load of conversion into the system	Middle of project
Decisions regarding third-party	Decisions or actions may be required if third-party data/information is late, incomplete or missing	Middle of project

deliverables		
Signoff on deliverables	Project sponsor is required to sign off on all deliverables within five (5) business days of Client's receipt of any deliverable	Middle of project and end of project

Mutually acceptable changes to the Statement(s) of Work and/or project schedule will be outlined in a Deliverables Change Request and may result in additional cost to Client.

The Marsh ClearSight project delivery team works with Client to define what constitutes a minor change, a change to existing scope or a change outside scope. Changes allowed will be based on the agreed upon project schedule timeline and will adhere to the below basic guidelines for all Marsh ClearSight projects. Any and all changes must be scoped and agreed to by both the Marsh ClearSight project team and the Client. The categories above are meant for use as general guidelines only and each project is subject to its own assumptions. Each project and the change requests therein will be handled on a case-by-case basis.

Change Type	**Description and Recommended Deadline**
Minor changes	Minor changes are those that do not affect the critical path and timing of the project, do not require changes to finalized specifications and do not require additional Marsh ClearSight resources to be assigned to the project. Though each project is subject to its own unique set of assumptions and constraints, these changes generally may be made throughout the life of the project up until the final UAT period begins.
Intermediate changes	Intermediate changes are those that may have an effect on individual deliverable timeframes within the project, but do not affect the critical path and overall project schedule. Intermediate changes may require small adjustments to existing specifications and additional testing. No additional Marsh ClearSight resources are required for intermediate changes. Generally, these changes may be made throughout the life of the project.
Advanced changes	Advanced changes are those that may have an effect on both individual deliverable timeframes and the overall project schedule. Advanced changes may affect the critical path and require adjustments to existing specifications and/or the creation of new specifications. Additional Marsh ClearSight resources may be required to complete advanced changes. Generally, these changes take a medium to a high level of effort to complete. There is no timeline for this type of change as they must be scoped and evaluated on a case by case basis.

Attachment-submission e-mails sent to Marsh ClearSight that are encrypted by methods other than Transport Layer Security encryption ("TLS") will not be uploaded. Client shall notify Marsh ClearSight in the event that Client does not use TLS for attachment-submission e-mails sent to Marsh ClearSight. Marsh ClearSight is not responsible for: (1) the content of any attachment-submission emails sent to Marsh

ClearSight by Client; and (2) any content originally provided by Client in an attachment-submission email also contained within an error or response email sent by Marsh ClearSight to Client.

Data Services

- In the event data conversion or data processing is performed by Marsh ClearSight for Client, Client is responsible for ensuring that all data providers, including without limitation, TPAs, carriers, and brokers, provide Client Data to Marsh ClearSight in a timely manner. Delays in receipt of Client Data will result in delays of the Services to be provided by Marsh ClearSight under this Schedule and could result in additional fees.
- As between Marsh ClearSight and Client, Client is responsible for the quality, accuracy and reliability of all Client Data provided by its data providers.
- Time used resolving issues with the quality of the source data will erode service hours.
- Please note that fees charged by data providers for the transmittal of Client Data to Marsh ClearSight are not included and that not all data providers are able to provide all data components for data conversions.
- Client shall notify Marsh ClearSight regarding any "as of" reporting functionality related to each of its data conversions as some data types will not include a record of historical changes.
- Up to three (3) data loads are included as a part of data conversion services for each data source. The data conversion services apply only to loading data into the Licensed Software, but not any extracts of such data.
- Client is responsible for facilitating delivery of Client Data to Marsh ClearSight from all data providers, including a layout definition or data dictionary.
- All Client Data provided to Marsh ClearSight must be encrypted using the NIST/AES or DES standards. Marsh ClearSight will provide the public keys and the methods used for encryption. This policy pertains to all Client Data sent electronically or physically to Marsh ClearSight.
- Not all data providers are able to provide all data components for data conversions. Prior to execution of this Schedule, Client is responsible for verifying that all of Client's data providers are able to provide such data components.
- Fees charged by data providers are not included in this Schedule and shall be payable by Client directly to the data providers.
- Client is responsible for facilitating delivery of control total reports to Marsh ClearSight for each data provider.
- In the event that control total reports are not available for a data provider, Client must provide written approval of agreement with Marsh ClearSight on a method of reconciliation.
- A cumulative claims data conversion consists of claim indicative data (name, address, loss date, etc.) and summary financials only and does not include other data elements (adjuster notes, OSHA records, contacts, and/or historical detailed payments / reserve transactions). Claim-only data updates do not include detailed payment and reserve transactions. Marsh ClearSight builds a single cumulative transaction per financial category (i.e. Medical, Expense, and Indemnity) for each claim to allow for prior valuation or loss development reporting.
- Historical detailed transactions are only included if the component entitled "Historical transaction data conversion" is selected in the Schedule.
- Historical transaction data conversion includes detailed historical payment, recovery and/or reserve transactions only. Some data providers do not provide historical reserves in their transaction files.

- In the event of an imbalance between claim summary financials and detailed transactions, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client.
- Data associated with history of check processing and printing is not included in an historical transaction conversion.
- Data associated with historical medical bill invoice/line item conversion is not included in an historical transaction conversion.
- Client will work with Marsh ClearSight to develop data mapping and transformation rules. Marsh ClearSight will develop a conversion mapping document for Client to review and approve in writing.
- Marsh ClearSight will not modify or update source data without written approval from Client.
- Marsh ClearSight will only develop data conversion program(s) and processes for data conversion components explicitly listed in the Schedule. Additional data conversion components may be added to project scope, but an additional fee will apply and the timeframe of the project may change accordingly.
- The Marsh ClearSight standard turnaround time for non-daily and non-weekly scheduled claim and transaction data processing is three (3) business days from the time that Marsh ClearSight Data Operations Center confirms that incoming data is in the expected data layout, balances to control totals, and passes basic quality checks performed by Marsh ClearSight.
- Data processing will take place during Marsh ClearSight's normal business hours. Unless specifically stated otherwise, data processing services performed by Marsh ClearSight include only loading data into the Licensed Software, but not any extracts of such data.
- Ongoing data processing includes the following activities, which are all based on control total reports and Client Data provided by Client and/or its data providers:
    - Ongoing data conversion processing, validation of source data, and update of data into the Licensed Software.
    - Financial reconciliation with control total reports.
    - Minor code changes in conversion routines to address new business needs for Client, i.e., new location is added to structure
    - Resolution of claims that are missing or have been dropped from the Carrier / TPA feed
- When historical claims are transferred to a new data source or the data provider changes the format of the file, a new Statement of Work will be required and will either require an additional fee or erode Support Service Hours. In the event that a takeover or format change is not communicated to the Data Operations Center prior to the receipt of the data, time spent to correct data integrity issues will be billed at the rate set forth in the applicable Statement(s) of Work.
- Except for minor code-mapping changes, Client-requested changes to a data conversion after the data conversion has moved into production are not included in ongoing data processing activities and will be billed at the rate set forth in the applicable Statement(s) of Work.
- Daily loads are performed once daily during an agreed upon nightly window.
- Marsh ClearSight will perform scheduled loads into the application database during an agreed upon time frame.
- Marsh ClearSight's standard data processing schedule is to perform scheduled non-daily or non-weekly data updates into the application database during Marsh ClearSight's normal business hours (Monday - Friday 8:00 a.m. to 5:00 p.m. CST, except Marsh ClearSight holidays) with minimal disruptions.
- Client is responsible for identifying and communicating an acceptable scheduled update time period. Marsh ClearSight is responsible for notifying Client in advance of scheduled updates being performed.

- Processing outside Marsh ClearSight's normal business hours, including weekends and holidays, is available for an additional fee.

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Marsh ClearSight Enterprise Statement of Work No. 5 | 2017

CLIENT NAME	CLIENT BILLING ADDRESS AND CONTACT INFORMATION
Nassau County	1550 Franklin Ave Mineola, NY 11501 Steven Munzing
	CLIENT PURCHASE ORDER NUMBER OR OTHER REFERENCE:
STATEMENT OF WORK EFFECTIVE DATE	**STATEMENT OF WORK TERM**
2 May 2017	36 months; This Statement of Work will, upon Client's option, renew for a two 2-yr period in accordance with the terms of the Agreement.
APPLICABLE MARSH CLEARSIGHT SOFTWARE LICENSE AND SERVICES AGREEMENT EFFECTIVE DATE	**APPLICABLE MARSH CLEARSIGHT SOFTWARE LICENSE AND SERVICES AGREEMENT EXPIRATION DATE**
2 November 2009	1 May 2020

DOES THIS STATEMENT OF WORK SUPPLEMENT A PRIOR STATEMENT OF WORK?			PRIOR STATEMENT OF WORK NUMBER	PRIOR STATEMENT OF WORK DATE
☐ YES	☒ NO	IF YES, THIS STATEMENT OF WORK SUPPLEMENTS THE STATEMENT OF WORK BETWEEN THE PARTIES WITH THE FOLLOWING NUMBER AND DATE:		

CLIENT STATEMENT OF WORK ACKNOWLEDGMENT AND AGREEMENT	MARSH CLEARSIGHT STATEMENT OF WORK ACKNOWLEDGMENT AND AGREEMENT
Nassau County	**Marsh ClearSight LLC**
Signature:	Signature:
Printed Name:	Printed Name: Chris Cook
Title:	Title: cfo
Signature Date:	Signature Date: 4/12/17

FEES	CLIENT TOTAL	PAYMENT SCHEDULE	ADDITIONAL DETAILS
Annual SaaS Subscription Fee – Years 1, 2 and 3	**$61,352.00 annually**	Quarterly	**Billed in quarterly installments, beginning on May 2, 2017.**
Annual SaaS Subscription Fee – years 4 and 5	**$63,193.00 annually**	Quarterly	**Billed in quarterly installments during each auto-renewal term.**

LICENSES & STORAGE	
General License(s):	5
Lite 1 User License(s):	20
Storage:	5 Gb

SERVICES INCLUDED IN SUBSCRIPTION	
Training or On-site Assistance	
Locations(s):	At client location or via web conference
Number of Sessions:	1

APPROVED
By Jill Kanka-Matola at 2:20 pm, Apr 12, 2017

MARSH

Service Hours per Session:	8
Set-Up and Support Services	
Scope:	• Customer support and account management services solely related to maintenance and ongoing use (but not implementation) of the Licensed Software described in this Statement of Work. Examples include, but are not limited to, service time spent on: user assistance with features, troubleshooting, issues management, stewardship and other meetings or teleconferences, account management, report configuration, data reconciliation, changes to existing workflows or system setup, changes to data conversions or changes to reports, technical assistance, creation of events and validations and maintenance of custom reports.
Annual Service Hours:	50

LICENSED STAND-ALONE BUNDLES

RISK	SAFETY	CLAIMS
☐ Information Management	☐ Loss Control & Audit	☒ Claims Management
☐ Exposure Management	☐ Incident Management	☐ Claims Administration

LICENSED ADD-ONS

☐ Insurance Management	☐ Workers Compensation	☐ Integrated Disability Management

PRODUCT AND ADD-ON FUNCTIONS

INCLUDED	TO BE IMPLEMENTED	FUNCTIONS	QUANTITY/DESCRIPTION	ASSUMPTIONS
		Base		
☒	☐	Assets Manager		
☒	☐	Claims Manager		
☒	☐	Contacts Manager		
☒	☐	Incident Manager		
☒	☐	Location Hierarchy		
☒	☐	Location Manager		
☒	☐	Dashboards		
☒	☐	Notes/ Tasks		
☒	☐	Policy Manager		
☒	☐	Security Configuration		
☒	☐	Single Sign-on		
☒	☐	Standard Reports		
		Advanced		
☒	☐	Custom Letters		
☒	☐	Interview Entry		
☒	☐	Payment Processing (1 template)		
☒	☐	State Forms		
☒	☐	Values Collection		
		Imports/Exports		
☒	☐	Asset Import		
☒	☐	Claim Import		
☒	☐	Policy Import		
☒	☐	Premium Import		

DATA SERVICES				
	DATA PROCESSING SERVICES			
	Source	Components	Frequency	Assumptions
☒	Triad			
		Cumulative Claims	Monthly	Standard data processing

ADDITIONAL SERVICES

This Statement of Work (the "***SOW***") sets forth the terms generally applicable to the services provided by Marsh ClearSight LLC (***"Marsh ClearSight"***) to the client named in this SOW (the ***"Client"***) under the Product and Services Schedules (the ***"Schedules"***) and Software License and Services Agreement entered into by Marsh ClearSight and Client and described in this SOW (the ***"Agreement"***). Client will pay all applicable rates and fees for the Services set forth in the Schedules and the Agreement as set forth in this SOW, which is incorporated by reference therein. Applicable taxes are not included in amounts set forth in this Statement of Work. Travel and other expenses not set forth in this Statement of Work shall be billed as incurred. All Service Hours set forth in this SOW shall expire at the end of its current term. In the event all Service Hours are eroded, additional Service Hours may be purchased at reduced package rates or will be billed as incurred at current rates. The terms of the Agreement shall supersede any terms provided by Client unless mutually agreed in writing by both parties. Unless expressly indicated to supplement a prior Statement of Work or otherwise agreed in writing by the parties, this SOW shall supersede prior Statements of Work for the same Services. Fees stated in this Statement of Work have been agreed with Client based on the assumption that the information required for work to be performed is made available by Client and Client key personnel during the course of work. If delays or other unanticipated problems which are beyond Marsh ClearSight's control occur this may result in additional fees, which Marsh ClearSight will discuss with Client as soon as identified. Assumptions Marsh ClearSight has made that Marsh ClearSight deems critical to the process are set forth in the Agreement, Products and Services Schedule and this Statement of Work. Client will provide required resources to facilitate execution of all deliverables by the Marsh ClearSight team within the project schedule mutually agreed before the commencement of the project; this will include time from business users and source system owners for meetings, data requests, gathering of data required and most importantly help obtaining timely decisions from relevant parties.

Contract ID#: CFIT09000004

CF (Capital)
Contract Details

E-162-09 CF

Department: Information Technology

SERVICE Risk Management Information System

NIFS ID #: CFIT09000004 NIFS Entry Date: 08/12/09 Term: from date of execution to 45 months from exectution

New ☒ Renewal ☐	
Amendment ☐	
~~Time Extension~~ ☐	
Addl. Funds ☐	
Blanket Resolution ☐ RES#	

1) Mandated Program:	Yes ☐	No ☒
2) Comptroller Approval Form Attached:	Yes ☒	No ☐
~~3) CSEA Agmt. § 32 Compliance Attached:~~	~~Yes ☐~~	~~No ☒~~
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☒	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name CS STARS LLC	Vendor ID# 202036689-01
Address: 1166 Avenue of the Americas New York, NY 10036	Contact Person Keith Brown
	Phone (704) 374-8378

County Department	
Department Contact Mary Mahoney	****Please return the final, approved contract to Peggy Brown
Address 240 Old Country Road, Room 613 Mineola, NY 11501	
Phone (516) 571-0669	

Routing Slip

DATE RECEIVED	DEPARTMENT	Internal Verification	DATE	SIGNATURE	TCL Approval Required
	Department	*NIFS Entry (Dept)* *NIFS Appvl (Dept. Head)* *Contractor Registered*			
	DPW (Capital Only)	*CF Capital Fund Approval* ☐	8/13/09		
	OMB	*Contractor Registered* ___ *NIFS Approval* ☑	8/14/09		YES ☐ NO ☐ Not Required ☐ Waived ☐
8/14/09	County Attorney	*CA RE & Insurance Verification* ☑	8/17/09		
	County Attorney	*CA Approval as to form* ☒	9/17/09		YES ☒ NO ☐
9/17/09	Legislative Affairs	*Fw'd Original Contract to CA* ☐	9/17/09		
	County Attorney	*NIFS Approval* ☒	10/1		
	Comptroller	*NIFS Approval* ☐			
	County Executive	*Notarization* ☐ *Filed with Clerk of the Leg.* ☐	11/2/09		

Contract ID#: CFIT09000004

Department: Information Technology

Contract Summary

Description:
Risk Management Information System (OMB/County Attorney)

Purpose:
The Nassau County Department of Risk Management requires a system that can track and manage all aspects of risk management/claims administration/loss control. This includes, and is not limited to: claims tracking, accident reporting and tracking, accident and damage repair, and the reporting and control of costs associated with all categories of risk. The system must be able to track claims relating to personal injury, property damage, workers' compensation, labor and employment claims, civil rights claims, general tort claims, motor vehicle claims, and no-fault tracking. The system must be able to provide comprehensive reports to agency management on all aspects of risk management that may include tracking insurance policies of contractors and 3rd party entities involving, real estate, housing, fleet operations,etc.

Method of Procurement:
A software vendor was conducted through the RFP process. The RFP was posted on the NC Procurement website with automatic notifications going to the registered vendors. Notices of the posting were also sent to www.LIFT.org and www.LISTNET.org for posting on their public websites.

Procurement History:
An RFP was posted in the Nassau County Procurement website on 09/07/2007 with proposals returned by 10/19/2007. Two vendors expressed interest. A request for Best and Final Offer was sent to the vendors on 06/17/2008 with proposals due 06/23/2008. CS STARS provided a demonstration of their product. The pricing from other submitting vendor was prohibitive. Key members of the RMIS staff visited a current CS STARS customer (NJ Transit) and were very impressed with the product. NJ Transit expressed their great satisfaction with both the CS STARS product and service.

Description of General Provisions:
The Contractor shall provide services to the County which shall include, but are not limited to:

- System Configuration
- Data Development
- Custom Development
- Custom Reporting
- Training of the County's designated staff
- Project Schedule / Project Management
- Post Production Support

[Paragraph #7: Term: 45 months]

Impact on Funding / Price Analysis:

- Pricing: $257,051 - $205,285 for implementation services, $51,766 for year 1 maintenance and support.

Paragraph #5(a): maximum ceiling $360,583.00

Change in Contract from Prior Procurement:
N/A

Recommendation:
Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	PW
Control:	CAP
Resp:	97570
Object:	00002
Transaction:	

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$257,051.00
Federal	$
State	$
Capital	$
Other	$
TOTAL	$257,051.00

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/97570/00002/000	$205,285.00
2	BUGEN1500/DE500	$ 51,766.00
3		$
4		$
5		$
	TOTAL	$257,051.00

APPROVED: 8/17/09
INSURANCE SECTION
(DATE)

PENNWAIVE	
% Increase	
% Decrease	

Document Prepared By: 2011 Date:

NIFS Confirmation	Fiscal Confirmation	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. CFIT09000004	
Name: BP	Name:	Name:
Date: 10/22/09	Date:	Date: 11/2/09
		(for Office Use Only)

E #:

BP

PRCF1205 (3/06)

E-162.05

RULES RESOLUTION NO. 213 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF INFORMATION TECHNOLOGY AND CS STARS LLC

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on OCT 05 2009
VOTING:
ayes 8 nayes 0 abstained 0 recused 0
Legislators present: 8

WHEREAS, the County has negotiated a personal services agreement with CS STARS LLC, for personal services, in relation to furnishing and implementing a risk management and claims administration software systems, 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 CS STARS LLC.

RULES RESOLUTION NO. –2009

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WHEREAS, the County has negotiated a personal services agreement with CS STARS LLC, for personal services, in relation to furnishing and implementing a risk management and claims administration software systems, 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 CS STARS LLC.

DOCUMENT CATEGORY	: CF PERSONAL SERVICES CAPITAL CONTRACT		
ENTERED BY	: BROWN, PEGGY, 16627		
DOCUMENT NUMBER	: CFIT09000004	**INITIATING DEPT**	: IT
INPUT PERIOD (MM YYYY)	: 08 2009 AUGUST		
VENDOR NUMBER / SUFFIX	: 202036689 01	**APPROVAL TYPE**	: 01
VENDOR NAME	: CS STARS LLC		
VENDOR ADDRESS	: 500 WEST MONROE SUITE 3900 CHICAGO IL 60661		
COUNTRY	: USA		
ALPHA VENDOR	: CS STARS LLC		
BANK NUMBER	:	**TREAS NO**	: 20203668
DUE DATE	:	SINGLE CHECK	:
DOCUMENT AMOUNT	: 257,051.00	CURRENCY CODE	:
NUMBER OF LINES	: 2	RESPONSIBLE UNIT	:
TRANSACTION CODE HASH	:		
TERMS	:	**NOTEPAD (Y OR N)**	: N
POSTING/EDIT ERRORS	: P404 P415		

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT F6-DTL ENTRY
F7-VIEW DOC F8-SUBMIT F9-LINK F10-SAVE F11-ERRORS F12-ADL FCTNS

G014 - RECORD FOUND

FAML4050 V4.2 NIFS PRODUCTION SYSTEM 08/12/200
LINK TO: ENCUMBRANCE / ACC RECEIVABLE DOCUMENTS 7:42 P

DOCUMENT : CFIT09000004 - 01 INPUT PER: 08 2009 AMOUNT : 257,051.0

TRANS CODE	: 109 ADD A SUFFIX TO A CONTRACT	
DOCUMENT REF	: CFIT09000004 01	
TRANS DESC.	: OMB/AT RISK MGMT SYST CAP 97570 45MO FROM EXECUT.	
TRANS AMOUNT	: 205,285.00	
INDEX	: PWCAPCAP	CAPITAL PROJECTS FUND
SUBOBJECT	: 00002	DESIGN CONSULTANTS
UCODE/ORD#/DRC	:	
GRANT	:	
GRANT DETAIL	:	
PROJECT	: 97570	CNTY ATTNY OFFICE AUTOMATION
PROJECT DETAIL	: 000	CNTY ATTNY OFFICE AUTOMATION
START DATE	:	
END DATE	:	

FINANCIAL ERRORS :

F1-HELP F2-SELECT F3-DELETE F4-PRIOR F5-NEXT
F7-VIEW DOC F9-LINK F10-SAVE
G014 - RECORD FOUND

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes X 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 X. If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

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

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

Please see attached response to Questions 12 and 13 and 15 (Page

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 X No ___ If Yes, provide details for each such investigation.

Please see attached response to Questions 12 and 13 and 15

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

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

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
No X Yes ___ If Yes, provide details for each such conviction.
e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No X Yes ___ If Yes, provide details for each such occurrence.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No___Yes X; If Yes, provide details for each such instance.

Please see attached response to Questions 12 and 13 and 15

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

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

17) Conflict of Interest:
a) Please disclose:

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

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

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

CS STARS LLC has no known conflicts of interest.

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.

Attachments to Business History Form

CS STARS LLC is an indirect wholly owned subsidiary of Marsh & McLennan Companies, Inc. ("MMC") and Marsh Inc. ("Marsh").

On October 14, 2004, the New York State Attorney General filed a civil lawsuit against MMC and Marsh relating to the acceptance of contingent commissions and the placement practices of Marsh's Global Broking Department (the "New

York Civil Complaint"). On October 21, 2004, the New York State Department of Insurance issued a citation ordering Marsh to show cause why regulatory action should not be taken against it relating to the practices alleged in the Attorney General's complaint. On January 31, 2005, MMC reached an agreement with the New York State Attorney General ("NYAG") and the Superintendent of the New York State Insurance Department ("NYSID") that resolved all issues related to the allegations in the complaint filed by the New York Attorney General and the citation by the New York State Department of Insurance (the "New York Settlement"). Under the terms of the agreement, Marsh agreed to establish a no fault fund of $850 million to compensate certain clients and to implement a series of business reforms, and agreed to submit to an annual monitoring examination for five years. MMC and Marsh have cooperated fully with these investigations The Insurance Departments of 33 other jurisdictions have endorsed the New York Settlement as resolving their investigations or concerns.

Marsh has also been contacted formally and informally by a number of state departments of insurance and attorney generals requesting information in various forms relating to the allegations of the original New York Civil Complaint. Marsh is cooperating with each of these inquiries. In addition, the Attorneys General of three such states (Connecticut, Florida and Ohio) have commenced proceedings against MMC and/or Marsh containing allegations identical or similar to those contained in the original New York Civil Complaint.

Additional details concerning such matters are contained in Note 14 to MMC's most recent form 10-Q for the second quarter of 2007, filed with the United States Securities and Exchange Commission on August 9, 2007.

CS STARS was the subject of an investigation by the Office of the Attorney General of the State of New York, Bureau of Consumer Frauds and Protection regarding compliance with the Notification of Unauthorized Acquisition of Private Information Act following the theft of a computer from CS STARS. In July 2006, the Office leveled no assertion of guilt against CS STARS.

In addition, Marsh has entered into consent orders with the Insurance Departments of various states in order to resolve questions over alleged violations of the insurance laws. Most of these concern surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

Note 14 to MMC's most recent form 10-Q for the second quarter of 2007, filed with the United States Securities and Exchange Commission on August 9, 2007, contains details regarding other regulatory matters pertaining to other current or former affiliated businesses, including (among other matters) Putnam Investment Trust (alleged "market timing" matters), MMC (an SEC inquiry concerning related party transactions) and Guy Carpenter.

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

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

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

i) Date of formation;

CS STARS LLC was formed in 2005 as a merger of STARS and Corporate Systems. The STARS organization was founded in 1990 as a unit of Johnson & Higgins (later acquired by Marsh & McLennan). Corporate Systems was founded in 1967.

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

CS STARS LLC is an indirect, wholly-owned subsidiary of Marsh & McLennan Companies ("MMC")

iii) Name, address and position of all officers and directors of the company;

Jeffrey Markowitz, President

Amy Hamilton, CFO

Inna Tsimerman, Corporate Counsel

Wes Foster, EVP Sales

Keith Gage, EVP Professional Services

All are based at the CS STARS LLC corporate headquarters located at 500 West Monroe, Chicago IL 60661.

iv) State of incorporation (if applicable);

Delaware

v) The number of employees in the firm;

686

vi) Annual revenue of firm;

$99.4MM

vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

CS STARS LLC was formed in 2005 as a merger of STARS and Corporate Systems. The STARS organization was founded in 1990 as a unit of Johnson & Higgins (later acquired by Marsh & McLennan). Corporate Systems was founded in 1967.

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

CS STARS

CS STARS LLC is an indirect, wholly-owned subsidiary of Marsh & McLennan Companies ("MMC"). CS STARS is headquartered in Chicago and we are a multinational company with offices in eight countries. MMC is a $12 Billion, Fortune 200 financial and professional services firm specializing in Risk Management, HR Consulting, and Risk Consulting.

In 2006, Marsh and McLennan Companies (MMC) produced annual revenues in excess of $11,699MM as stated on the MMC 2006 form 10K. CS STARS LLC produced annual revenues in 2006 in excess of $99.4MM, which is reported as part of the MMC operating revenues.

CS STARS has 686 employees organized in a corporate structure including our Executive team and the following functional organizations; Professional Services, Sales & Marketing, Product Management, Technical Services, Infrastructure, Development, Finance & Administration and Legal. Our corporate structure is designed to keep our products on the cutting edge of the industry and to provide our clients with excellent service.

We are divided into Professional Services, Data Operations, Product Management, and Technology departments, each supporting our core products. Our largest department is Professional Services. We reinvest approximately 10% of revenue in the research and development of our products every year.

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	**Pinellas County, Florida**
Contact Person	**Beth Wininger**
Address400	**S. Fort Harrison Avenue**
City/State	**Clearwater, Florida 33756**
Telephone	**727-464-3559**
Fax #	**727-453-3303**
E-Mail Address	**bwininger@co.pinellas.fl.us**

Company	**Association of County Commissioners of Georgia (ACCG)**
Contact Person	**John J. Smith, CPCU**
Address	**50 Hurt Plaza, Suite 1000**
City/State	**Atlanta, GA 30303**
Telephone	**678-225-4241**
Fax #	**678-225-4240**
E-Mail Address	**jsmith@accg.org**

Company	**The City of Kansas City**
Contact Person	**Dave Manthe**
Address	**414 E. 12th St.**
City/State	**Kansas City, MO 64106-2705**

CS STARS

Telephone	**816-513-1191**
Fax #	**816-513-1220**
E-Mail Address	

DO NOT CASH IF THE WATERMARK IS MISSING - HOLD TO LIGHT TO VIEW

MMC Marsh & McLennan Companies

MARSH

MARSH U.S.
121 RIVER STREET
HOBOKEN, NJ 07030

62-95
311

CHECK DATE
August 06, 2009
CHECK NO.
452742

BANK OF NEW YORK
NEWARK, DE

USD *********$533.00

PAY ***Five hundred thirty three and 00/100 Dollars***

TO THE ORDER OF
NASSAU COUNTY
OFFICE OF INFORMATION TECHNOLOGY
240 OLD COUNTRY RD
MINEOLA, NY 11501

By: Amy M. Lamb
Authorized Signature

By:
Authorized Signature

Security Features Details on Back

⑈00045271⑈ ⑆031100354⑆ 0300817861⑈

NASSAU COUNTY

CHECK NO. 452742

INVOICE NUMBER	DATE	DESCRIPTION	DISCOUNT AMT	PAYMENT AMT
STARS07230953300	23-JUL-09	SEP RFP ADMIN FEE, ADMINI	0.00	533.00

Page 1 of 1

DATE	VENDOR NO.	SUB TOTALS:	0.00	$533.00
08/06/09	32015819			

CS STARS

SOFTWARE LICENSE AND SERVICES AGREEMENT

This **SOFTWARE LICENSE AND SERVICES AGREEMENT** (this "*Agreement*") is entered into as of the Effective Date, as such term is hereinafter defined, by and between CS STARS LLC, a Delaware limited liability company with offices at 500 West Monroe Street, Chicago, Illinois 60661 ("*Licensor*" or "*Contractor*"), and **Nassau County**, a municipal corporation, having its principal office at 1550 Franklin Avenue **Mineola, NY 11501** ("County" or "*Client*"). In consideration of the mutual agreements contained herein and intending to be legally bound hereby, Licensor and Client hereby agree to all of the following terms and conditions.

1. Definitions.

(a) **"Affiliate"** shall mean, with respect to a party, its parent company and subsidiaries and/or controlled corporations or entities which are directly or indirectly controlled (through ownership of more than fifty percent (50%) of the voting stock or rights, by control of a majority of the directors of the corporation, by contract or arrangement, or otherwise) by a party.

(b) **"Client Data"** shall mean the data provided or inputted by or on behalf of Client, including personally identifiable information, for use with the Licensed Software, excluding any Confidential Information of Licensor.

(c) **"Confidential Information"** shall mean, collectively, all confidential and proprietary information of a party, including, without limitation, regarding a party's business plans and strategies; products and technology; software, source code and object code; clients or prospective clients; data models; inventions, developments, formulae and processes; know-how, show-how, discoveries, improvements, works of authorship, concepts, mask works, and ideas, or expressions thereof, whether or not subject to patents, copyright, trademark, trade secret protection or other intellectual property right protection (in the United States or elsewhere); and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically or in writing. Client Data, which contains personally identifiable health and employment information, shall be deemed one kind of Confidential Information of the Client.

(d) **"Custom Software"** shall mean specifically modified versions or modules of the Software or any software, application, or design created by Licensor pursuant to a signed Statement of Work, Services Addendum or other written agreement between the parties.

(e) **"Deliverable"** shall mean Software, Custom Software, Licensed Software, Upgrades, Documentation or any reports, designs and materials created by the Contractor and required to be delivered to the County by virtue of their description or specification as a deliverable in a Statement of Work (the "Deliverable").

(f) **"Documentation"** shall mean, in printed or electronic form, each of the manuals, user guides, technical specification documents and other instructional and reference materials generally distributed by Licensor regarding the Software or distributed by Licensor to Client regarding the Custom Software, all as updated and redistributed by Licensor from time to time.

(g) **"Fees"** shall mean the applicable license, implementation, conversion, customization, consulting, maintenance, support and services fees payable pursuant to this Agreement, including as set forth in the Compensation Summary and the Billing Schedule in any Statement of Work.

(h) **"Licensed Software"** shall mean the Software, Upgrades and Custom Software.

(i) **"Licensed Technology"** shall mean the Licensed Software and Documentation.

(j) **"Proprietary Rights"** shall mean all copyright, patent, trademark, trade secret and other intellectual property and proprietary rights.

(k) **"Restricted Entity"** shall mean any individual, partnership, limited liability company, corporation, joint venture, trust, association or other entity owned or controlled by, or acting as an agent for, any person or entity with whom a U.S. citizen, national, or company organized under the laws of or operating in any state or territory of the U.S. is prohibited from engaging in any transactions by U.S. laws, including without limitation, a person on the Specially Designated Nationals List published by the United States Department of the Treasury's Office of

Foreign Assets Control ("OFAC"), or any other person or entity with whom or which transactions are prohibited by OFAC regulations.

(l) **"Seat"** shall mean an individual (including an employee or agent of a Service Provider) using or accessing the Licensed Software.

(m) **"Service Provider"** shall mean a third-party service provider of Client's or of its Affiliate(s) that provides services on behalf of and for Client or its Affiliate(s) (and not as a service bureau).

(n) **"Services"** shall mean the implementation, support, maintenance, programming and other services specified in any Statement(s) of Work, work orders or services addenda, or otherwise provided by Licensor pursuant to this Agreement.

(o) **"Software"** shall mean the object code version of the software products set forth in the deliverables section of any applicable Statement of Work hereto and made available to Client under this Agreement by Licensor.

(p) **"Statement of Work"** shall mean any statement of work entered into and mutually approved by the parties pursuant to this Agreement from time to time and attached hereto in Exhibit A.

(q) **"Upgrades"** shall mean all updates, new versions, modifications and subsequent releases of the Software. Upgrades shall not include new or different applications, platforms or editions which are not extensions to or replacements for the Licensed Software, but which may use some or all of the code from the Licensed Software.

2. License Grant and Restrictions.

(a) License. Subject to all the terms and conditions of this Agreement, Licensor hereby grants to Client, for the term set forth in the Statement(s) of Work, a non-exclusive, non-transferable, non-assignable, non-sublicensable, limited license for Client (subject to Sections 2(d) and (e) to access, display and use the Licensed Technology solely for the internal business purposes of Client and its Affiliates and to manage information relating only to Client and its Affiliates, but not any third parties, and not for any other purpose or in any other manner.

(b) License Restrictions. Nothing in this Agreement shall be construed as a grant to Client of any right to, and Client shall not, and shall not permit any third party to: (i) reproduce any of the Licensed Technology or any portion thereof, (provided, that Client shall be permitted to make a reasonable number of copies of the Documentation and any locally-hosted Licensed Software for its internal training, testing and backup purposes); (ii) distribute, disclose or allow use of any of the Licensed Technology, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of the Licensed Technology in any manner; (iv) create derivative works from, modify or alter any of the Licensed Technology in any manner whatsoever; (v) use the Licensed Software or any component thereof (excluding Client Data) to construct a database of any kind or to improve the quality of any data sold or contributed by Client to any third party; (vi) store the Licensed Software (excluding Client Data), in its entirety or in any part in databases for access by Client or any third party; (vii) distribute any database systems containing data (excluding Client Data) obtained from the Licensed Software; (viii) create Internet "links" to or from the Licensed Software or "frame" or "mirror" any of Licensor's content which forms part of the Licensed Software (for the avoidance of doubt, creation of corporate intranet "links" to the Licensed Software is not a violation of this Section 2(b)(viii)); (ix) use or access the Licensed Technology in a manner, or act otherwise in any manner, that could damage, disable, overburden, or impair any Licensor servers or the networks connected to any Licensor server; (x) interfere with any third party's use and enjoyment of the Licensed Technology; or (xi) attempt to gain unauthorized access to the Licensed Technology, accounts, computer systems, or networks connected to any Licensor server through hacking, password mining, or any other means.

(c) Seats. The number of permitted Seats shall be as set forth in the Statement of Work. Client acknowledges and agrees that each Seat shall access and use the Licensed Technology through a unique and reasonably secure username/user identification and password. Except Client's system administrators where reasonably necessary for administrative or security purposes, no Seat may use the username/user identification or password of any other Seat. Client shall be entitled to change the named individual associated with a Seat at any time, provided that: (i) each individual has a separate username and

password, and (ii) no two (2) Seats concurrently use any license.

(d) Third Party Access. Unless such Service Provider is engaged in, or is an affiliate or subsidiary of any person or entity engaged in, the claims, compliance or risk management software business, Client shall also have the right, subject to Section 2(e), for Client to permit its Service Providers to access, display and use the Licensed Technology solely for the benefit of Client, and in accordance with the terms and conditions of this Agreement, provided that:

(i) Notwithstanding the foregoing, Client shall provide thirty (30) days' advance written notice of such Service Provider to Licensor and Licensor does not object to such Service Provider within fifteen (15) days of Licensor's receipt of such notice from Client; and

(ii) No Service Provider shall have any right to access, display or use the Licensed Technology unless the Service Provider has agreed in writing in advance: (1) to be bound by at least the same restrictions with respect to the Licensed Technology as Client, and (2) to use, access and display the Licensed Technology solely for the benefit of Client and as necessary to perform the Service Provider's authorized duties for or on behalf of Client.

(e) Service Providers; Generally. Client acknowledges and agrees that:

(i) those of Client's Service Providers, if any, who will be using, accessing or displaying the Licensed Technology shall be set forth on Schedule 2(e)(i), as amended from time to time, of this Agreement. Client shall provide an updated list of such Service Providers to Licensor semi-annually if there are any changes or additions to such list of Client's Service Providers;

(ii) any rights granted hereunder with respect to the Licensed Technology to any of Client's Service Providers shall expire or terminate immediately upon the expiration or termination of the Agreement in accordance with its terms;

(iii) all access and use of the Licensed Technology by Client's Service Providers shall be subject to all of the terms and conditions of this Agreement; and

(iv) Client shall be fully responsible for (1) ensuring the compliance of all such Client's Service Providers with the terms and conditions of this Agreement; and (2) all violations of the terms or conditions of this Agreement by Client's Service Providers.

(f) Proprietary Rights. As between Client and Licensor, Client acknowledges that Licensor is the exclusive owner of all right, title and interest in and to all Licensed Technology and all Proprietary Rights related thereto, regardless of any participation or collaboration by Client in the design, development or implementation of any such Licensed Technology. No title or ownership of Proprietary Rights in and to the Licensed Technology, or any component thereof, is transferred to Client, its Affiliates or any third parties hereunder.

(g) Notices of Infringement; Assistance. In the event Client discovers or is notified of an actual or suspected infringement or misappropriation of the rights of Licensor or its licensors in or to the Licensed Technology, or any component thereof, or any unauthorized disclosure of, access to, or use of the Licensed Technology (each, an "Infringement"), Client shall: (i) immediately notify Licensor of such known or suspected Infringement; and (ii) terminate such Infringement if and to the extent within Client's or its Affiliates' control.

(h) Proprietary Notices. Client shall not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained in any of the Licensed Technology, and Client shall reproduce all such notices and legends on all copies of the Licensed Technology that are permitted to be made hereunder. Client further agrees to reasonably cooperate with (at Licensor's sole expense) in protecting, enforcing and defending Licensor's rights in and to the Licensed Technology.

(i) Client Obligations. In furtherance of the foregoing, Client shall: (i) provide Licensor with reasonable access to Client's premises as appropriate to enable Licensor to perform its obligations hereunder; (ii) provide adequate resources to participate in or facilitate the performance of the Services; (iii) timely participate in meetings relating to the Services; (iv) assign personnel with relevant training and experience to work in consultation with

Licensor, if applicable; (v) provide the equipment and software (including obtaining any third party software licenses) required to operate the Licensed Software in accordance with, and to otherwise comply with, the hardware/software specifications for the Licensed Software; (vi) safeguard the user ID's, passwords and other security data, methods and devices furnished to Client in connection with the Licensed Software and prevent unauthorized access to or use of the Licensed Software; (vii) be responsible for all maintenance of Client networks, equipment and system security required or appropriate in connection with the Licensed Software; (viii) have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Client Data; (ix) transmit Client Data in an encrypted format, to be mutually agreed by the parties, if Client Data is transmitted by electronic transfer or sent in physical media by or on behalf of Client; and (x) take such other actions as are required of Client pursuant to this Agreement, including without limitation, any Statement of Work.

(j) Client Data Warranty. (i) The parties acknowledge and agree that during the term of this Agreement Client, its Service Providers or other third parties, if any may disclose certain Client Data, including personally identifiable data regarding employees or other individuals, to Licensor for the benefit of Client. Client represents and warrants to Licensor that: (i) Client, its Service Providers and such other third parties are authorized to disclose the Client Data to Licensor for use pursuant to this Agreement; (ii) such disclosure does not and shall not violate applicable law or, if applicable, Client's agreements with or privacy notices to individuals with respect to whom the Client Data relates; and (iii) Client shall not request Licensor to use, disclose or otherwise process Client Data in any manner that would not be permissible under applicable law or, if applicable, Client's agreements with or privacy notices to individuals with respect to whom the Client Data relates, if done by Client.

(ii) Licensor further warrants that it shall maintain in strict confidence all Client Data. Except as provided in this Agreement, Licensor shall not circulate, share or disclose to third parties or use in any manner Client Data. Licensor's unauthorized use or disclosure of Client Data shall be deemed a material breach of this Agreement for which the County shall terminate this Agreement as provided in Section 6 and exercise any and all remedies available at law and in equity.

(k) Non-Licensor Events. Client acknowledges and agrees that Licensor shall not be responsible or liable for any delay or failure in its performance of any duties or obligations pursuant to this Agreement, including, without limitation, under any Statement of Work or schedule hereunder, if such delays or failures result or arise from any Non-Licensor Events. "Non-Licensor Events" shall mean, collectively: any (i) act or omission of Client, its Affiliates or the Service Providers, including without limitation, any delays by Client in its performance or cooperation with respect to the obligations set forth in Section 2(i) or any Statement of Work; (ii) failures of Client's or third party equipment or software (other than the Licensed Software); or (iii) Force Majeure Event (as defined below).

3. Services.

During the term of this Agreement, Licensor shall perform the Services in accordance with this Agreement, including without limitation, the Statement(s) of Work.

4. Acceptance

If the County reasonably determines that any Deliverable fails in any material respect to meet the specifications and/or other acceptance criteria mutually agreed upon by the parties, the County shall (a) promptly, after the delivery by the Contractor of such Deliverable, notify the Contractor in writing of such failure, and (b) specify in reasonable detail the nature and extent of such failure. Upon receipt of such notice, the Contractor shall make such adjustments, modifications or revisions as are necessary to cause such Deliverable to so meet the specifications and/or other acceptance criteria mutually agreed upon by the parties, and either: (i) in the case of a non-software Deliverable, re-submit such Deliverable to the County for the County's review; or (ii) in the case of a Deliverable that comprises software, notify the County that such Deliverable is ready for re-testing. At such time as such a Deliverable so meets such specifications and/or other acceptance criteria, the County shall issue a writing indicating its acceptance of such Deliverable. Notwithstanding the rejection of any Deliverable by the County, operational use of such Deliverable shall be deemed to constitute acceptance thereof. A

Deliverable shall be deemed accepted if no feedback is received by Contractor within thirty (30) days of the time such Deliverable is provided to County, unless otherwise provided in a Statement of Work.

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5. **Fees and Payments.**

(a) **Fees.** Client shall pay to Licensor for all Licenses and Services provided herein an amount not to exceed Three Hundred and Sixty Thousand Five Hundred and Eighty-three Dollars ($360,583.00) ("Maximum Amount") payable in accordance with the Compensation Summary included in the Statement of Work attached hereto or as otherwise agreed in writing by the parties. Such Maximum Amount shall consist of Two Hundred Five Thousand Two Hundred Eighty-five Dollars ($205,285.00) for Licenses and Implementation Services and an annual fee for maintenance and support in the amount of Fifty One Thousand Seven Hundred Sixty-six Dollars ($51,766.00). Fees for additional services or expenses, if any, will be negotiated between the parties. Accordingly, this Agreement shall be amended to reflect those changes, and any amendment shall be subject to all necessary approvals.

(b) **Payments.** (i) All Fees under this Agreement shall be payable by Client pursuant to and in accordance with the Billing Schedule set forth in the Compensation Summary or Pricing and Invoice Schedule described in any Statement of Work. All fees shall be due within forty-five (45) days of the date of receipt of invoice by County. Invoices may be sent to County via e-mail to gbeckett@nassaucountyny.gov or such other e-mail address that County shall provide to Licensor. Invoices sent via e-mail shall be considered received within twenty-four (24) hours of transmission unless Licensor has received notice of non-delivery or delay in transmission. Invoices submitted by Licensor to Client shall include the certification statement set forth in Exhibit B hereto (the "*Claimant's Certification*"). In the event Client receives an invoice without the included Claimant's Certification, Client shall immediately notify Licensor. In the event that a payment is remitted after sixty (60) days, Licensor may suspend Client's access to and use of the Licensed Software until all amounts due and owing Licensor are paid in full. Client acknowledges and agrees that any time spent by Licensor suspending or reactivating any user IDs pursuant to the preceding sentence shall be charged against Client's service hours, or, if all service hours have been exhausted, charged to Client at the rates set forth in the applicable Statement of Work. Except as provided in Sections 6(b) and 8(a), all Fees paid hereunder are non-refundable. If Client does not pay an undisputed portion of an invoice by the later of seventy-five (75) days after its due date or fifteen (15) days after notice that Licensor intends to terminate this Agreement for nonpayment, then this Agreement and all of Client's and, if any, Service Providers' rights hereunder will terminate without further notice

(c) **Payment Dispute.** In the event that any good faith dispute relating to the payment of fees due arises, (i) Client agrees to (1) pay any undisputed portions of any invoice(s) in accordance with the provisions of this Agreement and (2) provide Licensor with notice of any such dispute within fifteen (15) days of the invoice date; and (ii) either party may request escalation of such dispute as follows:

(A) **Project Manager Review** - the Licensor Project Manager and Client Project Manager shall meet in person or by telephone conference to review the issue that is the subject of the dispute;

(B) **Management Review** - if the dispute is not able to be resolved by Project Manager Review as set forth in clause (A) above within ten (10) business days of the Project Manager Review meeting or telephone conference, a member of Licensor's senior management team shall meet in person or by telephone conference with a member of Client's senior management team to review and attempt to resolve the issue that is the subject of the dispute.

The foregoing notwithstanding, nothing in the dispute escalation process outlined above shall at any time delay or prevent either party from exercising any or all remedy(ies) that may be available to such party at law or in equity.

(d) **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.

(e) **Taxes.** Within fifteen (15) days of the Effective Date, Client shall provide to Licensor a copy of Client's current certificate of tax exempt status.

6. **Confidentiality.**

(a) **Confidential Information.** Each party acknowledges and agrees that during the term of this Agreement it may be furnished with or otherwise have access to Confidential Information of the other party. The party that has received Confidential Information (the "***Receiving Party***"), in fulfilling its obligations under this Section 6, shall exercise the same degree of care and protection with respect to the Confidential Information of the party that has disclosed Confidential Information to the Receiving Party (the "***Disclosing Party***") that it exercises with respect to its own Confidential Information, but in no event shall the Receiving Party exercise less than a reasonable standard of care. The Receiving Party shall only use, access and disclose Confidential Information as necessary to fulfill its obligations under this Agreement, including any Statement of Work, or in exercise of its rights expressly granted hereunder. Receiving Party shall not directly or indirectly disclose, sell, copy, distribute, republish, create derivative works from, demonstrate or allow any third party to have access to any of Disclosing Party's Confidential Information; provided, however, that: (i)(1) Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates who have a need to know, and (2) Licensor shall have a right to disclose Client's Confidential Information to Client's Service Providers, and Licensor's employees and other agents; and (ii) all use of the Disclosing Party's Confidential Information shall be subject to all the restrictions set forth in this Agreement.

(b) Notwithstanding the foregoing, the Licensor warrants that it shall safeguard Client Data in accordance with Section 2(j) of this Agreement. The obligations regarding Client Data shall survive termination or expiration of this Agreement for so long as Licensor retains the Client Data.

(c) **Exclusions.** The following information shall not be considered Confidential Information subject to this Section 6: (i) information that is publicly available or later becomes available other than through a breach of this Agreement; (ii) information that is known to the Receiving Party or its employees, agents or representatives prior to such disclosure or is independently developed by the Receiving Party or its employees, agents or representatives subsequent to such disclosure; or (iii) information that is subsequently lawfully obtained by the Receiving Party or its employees, agents or representatives from a third party without obligations of confidentiality. If the Receiving Party is required by law to disclose any portion of the Disclosing Party's Confidential Information, including, without limitation, pursuant to the terms of a subpoena, court order or otherwise by applicable law, Receiving Party shall give prior timely notice of such disclosure to Disclosing Party to permit Disclosing Party to seek a protective or similar order, and, absent the entry of such an order, Receiving Party shall disclose only such Confidential Information as is necessary to be disclosed in response to such subpoena, court order or other similar document.

(d) **Survival.** The obligations set forth in this Section 6 shall expire two (2) years after termination or expiration of this Agreement; provided, however, that: (i) the confidentiality obligations for Confidential Information constituting trade secrets (as determined under applicable law) shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains a trade secret; and (ii) the confidentiality obligations for Client Data shall survive for as long as Licensor retains such Client Data.

7. **Term and Termination; Migration.**

(a) **Term.** This Agreement shall commence upon the date that it is executed by the County (the "***Effective Date***") and remain in effect for forty five (45) months, unless terminated sooner in accordance with this Section 7.

(b) **Termination.** This Agreement may be terminated by: (i) Client without cause during the second or third contract years, provided that Client supplies Licensor with written notice of its intention to terminate at least sixty (60) days in advance and pays to Licensor, prior to the effective date of termination, (1) all unpaid implementation and migration fees; and

(2) all other amounts due and owing Licensor through the effective date of termination; (ii) Licensor pursuant to Section 5(b) Section 9(a); or (iii) either party if the other party breaches any material term and fails to cure such breach within thirty (30) days after receipt of written notice thereof. If Client terminates the Agreement for Licensor's breach in accordance with this Section 7(b), Licensor shall refund to Client, within forty-five (45) days of the effective date of such termination, any prepaid but unearned Fees paid to Licensor in advance by Client.

(c) Events upon Expiration, Termination. Upon the expiration or termination of this Agreement for any reason, Client shall: (i) promptly cease all use of the Licensed Technology; (ii) promptly discontinue providing access to and remove all links to the Licensed Technology; (iii) within ten (10) business days after expiration or earlier termination of this Agreement, return to Licensor, or upon Licensor's request, destroy, all copies of the Licensed Technology in Client's, its Affiliates and the Service Providers' possession or control; and (iv) within fifteen (15) business days after expiration or earlier termination of this Agreement, certify in writing to Licensor that it has done all of the foregoing. Upon any expiration or termination of this Agreement, Licensor shall invoice Client for all Fees accrued and unpaid as of the date of termination or expiration, including, without limitation, the full amount of any implementation fees specified in the Statement of Work, and all reimbursable expenses, if any.

(d) Survival. Except as otherwise set forth herein, in the event of termination of this Agreement for any reason, the provisions of Sections 2(f) and (j), 6, 7(c), 8(e) and (f), 9, 10, 11, 12, 14 and 15, as well as all payment obligations, shall survive.

8. Limited Warranties and Disclaimer.

(a) Software Warranty. Licensor warrants that the Licensed Software will perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Licensor from time to time during the Warranty Period. Client's sole remedy for any breach by Licensor of the warranty provided in this Section 8(a) shall be repair or replacement of the nonconforming or defective Licensed Software, at Licensor's sole expense, as described herein. If Client discovers that any Licensed Software fails to conform to the warranty provided in this Section 8(a), Client shall give Licensor written notice of such nonconformity promptly after such discovery (and, in no event later than five (5) business days after expiration of the Warranty Period (as defined below). Licensor shall deliver to Client replacement Licensed Software, a work-around and/or an error/bug fix as may be necessary to correct the nonconformity or defect, provided that any replacement or fix shall not diminish the functionality or level of service specified or required under this Agreement. In the event that Client gives Licensor notice of an apparent nonconformity or defect that Licensor reasonably determines is not due to any fault or failure of the Licensed Software to conform to the warranty provided herein but is due to Client's improper use, all time spent by Licensor resulting in such determination, including time spent attempting to correct the problem, shall be charged against Client's client service hours, or, if client service hours have been exhausted, charged to Client at Licensor's then current hourly rate for such services. **(b) Services.** Licensor represents and warrants that the Services shall be performed in a professional and commercially reasonable manner consistent with the standard of care exercised by Licensor in performing similar services for other clients. Such Services shall be guaranteed for a period of ninety (90) days ("Services Warranty Period"). Such Services shall ensure that the Licensed Software continues to perform in all material respects in accordance with the Documentation when used in accordance with the terms of this Agreement on the hardware and with the third-party software specified by Licensor from time to time during the Warranty Period. Client's sole remedy for breach of this Services Warranty shall be re-performance of the nonconforming Services, provided that Licensor must have received prompt written notice of the nonconformity from Client.

(c) Software Virus. Licensor warrants that, prior to its delivery to Client, the Licensed Software does not contain any programming devices (e.g., viruses, key locks, back doors, trap doors, etc.) which would: (i) disrupt the use of the Licensed Software or any system, equipment or software to which Client's networks are interfaced or connected; or (ii) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine maintenance of the Licensed Software (collectively, "Disabling Code"). Licensor will use reasonable practices and security procedures necessary

to avoid insertion of Disabling Code prior to the delivery of the Licensed Software to Client and, as Client's sole remedy, shall remove any such Disabling Code so inserted, at Licensor's cost and expense.

(d) Authority. Each party represents and warrants that it has full power and authority to enter into this Agreement and grant the rights granted herein.

(e) Disclaimer. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED TECHNOLOGY OR SERVICES, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO LICENSOR AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT. Licensor shall not be responsible for: (i) any non-conformities of the Licensed Software with Documentation, omissions, delays, inaccuracies or any other failure caused by Client, or if any its Service Providers' computer systems, hardware or software (other than the Licensed Software), including by non-Licensor developed interfaces with such third party software, or any inaccuracies that such systems may cause within the Licensed Software; (ii) any inaccuracies in or failures of the Licensed Software to conform to the Documentation arising out of the use of a version or release of the Licensed Software other than the most recent version or release provided to Client by Licensor; (iii) any data that Licensor receives from Client or third party sources, including its PPOs, and including the data's accuracy or completeness, or Client's claim handling decisions; or (iv) the Licensed Software to the extent it is modified by anyone other than Licensor. To the extent the Licensed Software utilizes Internet systems to transmit data or communications, Licensor disclaims any liability for interception of any such data or communications, including of encrypted data. Client agrees that Licensor shall have no responsibility or liability for any damages arising in connection with access to or use of the Licensed Technology by Client, its Affiliates, or Service Providers other than as authorized by this Agreement. Licensor is also not responsible for the reliability or continued availability of the telephone lines and equipment used to access the Licensed Software, unless same is provided by the Licensor.

(f) Third-Party Websites. The content of third party Websites, systems, products or advertisements that may be linked to the Licensed Software are not maintained or controlled by Licensor. Licensor is not responsible for the availability, content or accuracy of third party Websites, systems or goods that may be linked to, or advertised on, the Licensed Software. Licensor does not: (i) make any warranty, express or implied, with respect to the use of the links provided on, or to, the Licensed Software; (ii) guarantee the accuracy, completeness, usefulness or adequacy of any other Websites, systems, products or advertisements that may be linked to or referenced in the Licensed Software; or (iii) make any endorsement, express or implied, of any other Web sites, systems, products or advertisements that may be linked to or referenced in the Licensed Software.

(g) Warranty Period. The representations and warranties contained in this Section 8 shall be in force, as to each version or release of the Licensed Software, for a period of one (1) year after it is delivered or otherwise made available to Client by Licensor, or, if later, until Licensor delivers to Client the next published Upgrade (the "Warranty Period").

9. <u>Indemnification by Licensor</u>.

(a) Infringement Indemnification. Licensor agrees to indemnify, defend, settle, or pay any claim or action against Client, and its officers, and employees ("Indemnified Parties") for infringement of any U.S. patent or copyright arising from Client's use in accordance with this Agreement of the Licensed Software. If the Licensed Software or any part of the Licensed Software is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Licensor shall, at its own expense and as Client's sole remedy therefor, either: (i) procure for Client the right to continue to use the Licensed Software; or (ii) modify the Licensed Software to make it non-infringing, provided that such modification does not materially adversely affect Client's authorized use of the Licensed Software; or (iii) replace the Licensed Software with a functionally equivalent non-infringing program at no additional charge to Client; or (iv) if none of the foregoing

alternatives is reasonably available to Licensor, terminate this Agreement and refund to Client any prepaid but unearned Fees paid to Licensor in advance by Client prior to the effective date of the termination..

(b) **Additional Indemnification.**

(i)The Licensor shall be solely responsible for and shall indemnify and hold harmless the Indemnified Parties from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses") solely to the extent such Losses are based on or arise in connection with any breach by Licensor of this Agreement; provided that the Licensor shall not be responsible for any Losses attributable to the County or third parties who are not within the Licensor's control.

(ii) Licensor shall, subject to this Section 9, promptly and diligently defend, at the Licensor'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 Licensor is responsible under this Section, and, further to the Licensor's indemnification obligations, the Licensor shall pay any Losses or settlements. The Licensor and its Affiliates, officers, agents and employees shall cooperate with the County in connection with the investigation, defense or prosecution of any indemnification action brought under this Agreement.

(iii) Licensor agrees to indemnify, defend and hold harmless County, and its affiliates, officers, directors, employees, agents, successors, and assigns, from any and all Losses related to, arising from, or in connection with, any of the following: (a) the death or bodily injury of any agent, employee, customer, business invitee, or business visitor or other person caused by the tortious conduct of the other party; (b) the damage, loss or destruction of any real or tangible personal property caused by the tortious conduct of the other party; and (c) any claim, demand, charge, action, cause of action, or other proceeding asserted against a party but resulting from an act or omission of the other party in its capacity as an employer of a person.

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

(c) **Exclusions.** Licensor's indemnification obligations under Section 9(a) shall not apply where the claim is based in whole or in part on: (i) modifications to the Licensed Software or any component thereof made by anyone other than Licensor or without the Licensor's consent; (ii) use of any Licensed Software in combination with a product not supplied by Licensor or without the Licensor's consent; (iii) use of any Licensed Software other than in accordance with this Agreement or the Documentation; or (iv) use of a version of the Licensed Software other than the most recent version or release provided to Client by Licensor.

(d) **Conduct.** Licensor shall have the sole right to conduct the defense of any indemnification claim or action and all negotiations for its settlement or compromise, and to settle or compromise any such claim, provided that Licensor shall not agree to any settlement which creates an obligation for the Client unless such obligation is the payment of monetary damages that are paid in full by Licensor. Client agrees to cooperate and ensure that its Affiliates cooperate with Licensor in doing so. Client agrees to give Licensor prompt written notice, in no case longer than within seven (7) days of receipt or discovery, of any threat, warning, or notice of any such claim or action, with copies of any and all documents Client, its Affiliates or Service Providers may receive relating thereto.

10. Limitation of Liability.

(a) **Disclaimer.** IN NO EVENT WILL LICENSOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO THE LOSS OF PROFITS, INCOME, GOODWILL OR REVENUE, COSTS INCURRED AS A RESULT OF DECISIONS MADE IN RELIANCE ON THE LICENSED TECHNOLOGY, LOSS OF USE OF THE LICENSED TECHNOLOGY OR ANY OTHER SOFTWARE OR OTHER PROPERTY, LOSS OF

DATA, THE COSTS OF RECOVERING OR RECONSTRUCTING SUCH DATA PROVIDED THAT THE LICENSOR HAS CREATED SUFFICIENT BACKUP FOR SUCH DATA OR THE COST OF SUBSTITUTE SOFTWARE, SERVICES OR DATA, OR FOR CLAIMS BY THIRD PARTIES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL LICENSOR'S AGGREGATE MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED TWO TIMES THE PAYMENTS ACTUALLY MADE TO LICENSOR HEREUNDER DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH ANY CLAIM IS MADE AGAINST LICENSOR. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO OBLIGATIONS ASSUMED BY THE LICENSOR AS FOLLOWS: (i) LICENSOR'S OBLIGATION TO INDEMNIFY AS SET FORTH IN SECTIONS 9(a) or 9(b)(iii); (ii) OR (ii) LICENSOR'S BREACH OF SECTION 6, PROVIDED THAT LICENSOR'S AGGREGATE MAXIMUM LIABILITY FOR BREACH OF SECTION 6 SHALL NOT EXCEED TEN MILLION DOLLARS.

11. Publicity.

(a) Database Information. Upon prior written consent of the Client, Licensor may publicize the fact that Client has procured a license for the Licensed Technology. Licensor may so use Client's name but not its logotype and will not state or imply that Client endorses or recommends the Licensed Technology.

(b) Press Releases. Except as otherwise expressly provided in Section 11(a), neither party shall issue a general press release naming the other party regarding the existence of this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the parties acknowledge that this Agreement once fully executed shall be deemed a public document.

12. Foreign Use.

If Client chooses to access the Licensed Software from outside the United States, it is responsible for compliance with foreign and local laws. The Licensed Technology is not available through Licensor or its Affiliates to any Restricted Entity. Client represents and warrants that it is not a Restricted Entity and is not using the Licensed Technology on behalf of or for the benefit of a Restricted Entity.

13. Records.

(a) Client shall use reasonable efforts to maintain complete and accurate records regarding its use of the Licensed Technology, including, without limitation, the name and username/user identification and password of each Seat, (collectively, the "Records"). Client shall maintain such Records during the term of this Agreement and for two (2) years thereafter. At Licensor's expense, Licensor (or at Licensor's election, its representatives) shall have the right to examine, inspect and audit Client's offices, information systems and Records, and make extracts of information and copy any part of the Records at any reasonable time during normal business hours upon twenty (20) business days' notice to Client in order to monitor Client's compliance with this Agreement. If any such audit reveals that Client has more (i) Seats accessing or using the Licensed Technology, or (ii) transactions than Client has paid for during the period to which the audit relates (as determined prior to the commencement of the audit), then Client shall promptly pay for such additional Seats or transactions, as applicable (beginning from the date of first access by each additional user or first additional transaction) at the rates set forth in the applicable Statement(s) of Work, and the reasonable cost of such audit shall be borne by Client. In addition, if any such audit reveals that Client has ten (10) or more Seats accessing or using the Licensed Technology or transactions than for which Client has paid, Licensor shall have the right to charge Client interest at ten percent (10%) per annum, or the highest amount permitted by applicable law, whichever is lower on all amounts payable by Client for such additional Seats or transactions, as applicable.

(b) Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth

in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall, upon reasonable notice of at least ten (10) business days be available for audit and inspection during Contractor's regular and customary business hours, 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, provided however, such notice is hereby waived in those instances where providing ten days notice is not feasible. The provisions of this Section shall survive the termination of this Agreement.

14. General.

(a) Unless otherwise required by law, neither party shall have the right to assign, transfer, or sublicense any obligations or benefit under this Agreement without the prior written consent of the other party. The foregoing notwithstanding, Licensor may assign this Agreement in its entirety pursuant to a sale of all or substantially all of Licensor's assets, voting interests or stock to a buyer or transferee. In the event Licensor assigns it rights or obligations under this Agreement to an unaffiliated third party that is unwilling or unable to fulfill Licensor's obligations under this Agreement, or is otherwise unacceptable to Client, Client may terminate this Agreement by providing Licensor with thirty (30) days' advance written notice. Except as otherwise provided herein, this Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the parties.

(b) Any notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (i) upon delivery if delivered in person; (ii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid; (iii) or one (1) business day after deposit with a national overnight courier, in each case addressed to the following addresses:

If to Licensor:
CS STARS LLC
Attn: Executive Vice President
Professional Service
500 West Monroe Street
Chicago, IL 60661
Facsimile: (312)627-6590

With a copy to:
CS STARS LLC
Attn: Corporate Counsel
500 West Monroe Street
Chicago, IL 60661
Facsimile: (312)627-6590

If to Client:
Nassau County Executive Office
One West Street
Mineola, New York 11501

Attention: Deputy County Executive Thomas Stokes

With a copy to:

Nassau County Office of Risk Management
One West Street
Mineola, New York 11501

Attention: Director John Brooks

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

Attention: Lorna Goodman, Esq.

or to such other address as may be specified by either party hereto upon notice given to the other.

(c) The failure of either party to enforce any of its respective rights under this Agreement at any time for any period shall not be deemed or construed a waiver by such party of such rights.

(d) Notwithstanding any provision hereof, for all purposes of this Agreement each party shall be and act as an independent contractor and not as partner, joint venturer or agent of the other party and shall not bind nor attempt to bind the other party to any contract or other undertaking.

(e) No changes or modifications to or waivers of any provision of this Agreement shall be effective unless evidenced in a written amendment that is signed by authorized representatives of both parties.

(f) In the event that any provision of this Agreement shall be determined to be illegal or

unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

(g) This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflicts of laws provisions thereof. The sole jurisdiction and venue for actions related to the subject matter of this Agreement shall be the state courts located in Nassau County, New York.

(h) Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.

(i) Neither party shall have any liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on Licensor's server, or any inability to transmit or receive information over the Internet, (each, a "Force Majeure Event") nor shall any such failure or delay give Client the right to terminate this Agreement.

(j) Compliance with Law.

(i) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to the HITECH Act , conflicts of interest, discrimination, a living wage, disclosure of information, and Contractor registration, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's Contractor 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.

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

A. Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

B. Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, the occurrence of which shall be determined solely by the County. The Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

C. It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

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

(l) 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.

(m) Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred and Thirty-three dollars ($533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

(n) Insurance.

(i) 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 with respect to its vicarious liability arising from Contractor's provision of services hereunder and have a 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 liability of not less three million dollars ($3,000,000.00) per claim and three million dollars ($3,000,000.00) in the aggregate; (iii) and 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.

(ii) Acceptability; Deductibles; Subcontractors. Except for Contractor's Professional Liability insurance, all insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) rated A-VII or better by AM Best. 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.

(iii) 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 cancellation or material change of coverage under, any insurance required hereunder, the Contractor shall endeavor to 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.

(o) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

(p) Executory Clause. Notwithstanding any other provision of this Agreement:

(i) 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 or his or her duly designated deputy..

(ii) Availability of Funds. The County shall have no liability for payments due under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully

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

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

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

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

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

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

Department Head Signature

Date

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

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

APPENDIX C: Business History Form

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

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

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

Date: **October 19, 2007**

1) Proposer's Legal Name: **CS STARS LLC**

2) Address of Place of Business: **500 West Monroe, Chicago IL 60661**

   List all other business addresses used within last five years: **1166 Avenue of the Americas, New York, NY 10036 (Marsh USA Inc headquarters); 1212 Ross Street, Amarillo, Texas 79120 (Corporate Systems former headquarters).**

3) Mailing Address (if different):_____

   Phone: **312.627.6000**

   Does the business own or rent its facilities? **CS STARS LLC leases some and owns some of its facilities.**

4) Federal I.D. Number or Social Security Number: **20-2036689**

5) Dun and Bradstreet number: **00-174-92-58 (Marsh USA Inc. the parent company of CS STARS LLC).**

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

7) Does this business share office space, staff, or equipment expenses with any other business?
   Yes X No ___ If Yes, please provide details: **CS STARS shares some services with other Marsh & McLennan Companies including Marsh USA Inc. and Kroll.**

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

EXHIBIT A

STATEMENTS OF WORK

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 (as defined below) 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 below) 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 its best efforts to solicit active participation by "Certified business" enterprises (as defined in Section 101 of Local Law No. 14-2002).

(e) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 (entitled "Enforcement").

(f) The Contractor shall include the provisions of (a) through (e) above in every subcontract providing for a total expenditure in excess of twenty-five thousand dollars ($25,000) for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor.

The provisions of (a) through (f) above do not apply to: (i) work, goods or services unrelated to the County Contract, or (ii) employment or employment related activities outside of the County.

As used in this Appendix EE the term "County Contract" means (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 "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.

Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:
   William B. Diaz (Name)
   CS STARS LLC 500 West Monroe Street, Chicago, IL 60661 (Address)
   312-627-6809 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ 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 by the Proposer/Bidder, describe below:

   _____

   _____

   _____

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action __X___ has _____ has not been commenced against or relating to the Proposer/Bidder. If such a proceeding, action, or investigation has been commenced, describe below:

   CS STARS was the subject of an investigation by the Office of the Attorney General of the State of New York, Bureau of Consumer Frauds and Protection regarding compliance with the Notification of Unauthorized Acquisition of Private Information Act following the theft of a computer from CS STARS. In July 2006, the Office leveled no assertion of guilt against CS STARS.

   _____

   _____

5. Proposer/Bidder 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.

Signature of Chief Executive Officer

William B. Diaz
Name of Chief Executive Officer
Dated:

Sworn to before me this
1st day of September, 2009.

Katherine J Forest
Notary Public

"OFFICIAL SEAL"
KATHERINE J. FOREIT
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08/10/2013

Nassau County

Long Island, New York

Department of Information Technology

Statement of Work #1: Implementation

Date: July 23, 2009

Exhibit A: Statement of Work #1 for CS STARS Software

This Statement of Work ("Statement of Work") describes services to be performed by CS STARS LLC ("CS STARS") for Nassau County. ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services Agreement entered into by the parties on the Effective Date (the "Agreement").

This Statement of Work shall commence upon the date that it is executed by the County (the "**SOW # 1 *Effective Date***") and will remain in effect for 45 Months unless terminated sooner in accordance with the Agreement

1. Project Scope and Deliverables

The following describes all Initial Services to be performed by CS STARS under this Statement of Work.

A. System Configuration
B. Data Development
C. Advanced Feature Setup and Universal Solutions
D. Custom Programming
E. Custom Report Development
F. Technical Implementation Services
G. Software Product Licenses and Maintenance
H. Training
I. Project Management
J. Pricing and Invoice Schedule SOW #1, Implementation
K. Statement of Work Approval

A. System Configuration

The following deliverables will be configured using standard configuration tools in the STARS software.

Deliverable	Description	What's Included in this Deliverable

Deliverable	Description	What's Included in this Deliverable
Incident Management and Financial System	**Code and Field Setup** - Configuration of field labels and code lists in STARS. Client is responsible for providing CS STARS all non-standard codes.	▶ Coverage Used by Client: o Workers Compensation o Personal Injury o Labor & Employment o Civil Rights o General Tort o Property Damage o Auto Liability o Outside Insurance o EEO o Workplace Safety ▶ Client will use standard codes claim codes and fields. ▶ Standard code and field setup for Rolodex/Contacts, Location, C.O.P.E. (Construction, Occupancy, Protection and Exposure) and Policy data.
Incident Management and Financial System	**Screen Design** - Creation of layout and design to be viewed by STARS users in various areas of the Software. Interview Entry configuration is not included as part of the Screen Design deliverable and can be found in the Advanced Feature Setup and Universal Solutions section if included.	▶ Claim/Incident Screens – Two specially configured screen design per major coverage. ▶ Occurrence Screens – One specially configured occurrence screen design per major coverage. ▶ Rolodex/Contacts – One specially configured rolodex/contacts screen. ▶ Location – One specially configured location screen ▶ Transaction – One standard transaction screen. ▶ Policy – One standard policy screen. ▶ Policy Program – One standard program screen. ▶ Up to 4 Additional screens if needed.
	Location Hierarchy - Configuration of location hierarchy in STARS. Load of C.O.P.E. (construction, occupancy, protection and exposure) and values information is not included in this deliverable.	▶ Initial load of hierarchy from data provided in excel or other agreed upon format. ▶ Data must contain unique location identifier for each location, and methodology to determine a single hierarchical relationship for each location. ▶ Note that if OSHA reporting is included, Client may want to include SIC or NAICS codes in this data.

Deliverable	Description	What's Included in this Deliverable
	Security Configuration - Includes setup of user IDs and access rights for users in STARS based on specifications provided by Client.	▸ STARS will configure user IDs and security for 25 users for up to 4 distinct access type groups.

B. Data Development

Client is responsible for ensuring that all data providers, including without limitation, TPAs, carriers, and brokers, provide Client Data to CS STARS in a timely manner. As between CS STARS and Client, Client is responsible for the quality, accuracy and reliability of all Client Data provided by its data providers. Delays in receipt of Client Data will result in delays of the Services to be provided by CS STARS under this Statement of Work and could result in additional fees. Please note that fees charged by data providers for the transmittal of Client Data to CS STARS are not included and that not all data providers are able to provide all data components for data conversions. Client shall notify CS STARS regarding any "as of" reporting functionality related to each of its data conversions as some data types will not include a record of historical changes. Three [3] data loads are included as a part of the Data deliverable for each data source (two data loads into a test environment, and final load into Production). Unless specifically stated otherwise, the Data deliverable relates only to loading data into the Licensed Software, but not any extracts of such data.

Deliverable	Description	What's Included in this Deliverable
Database Development for Triad Data	Data Components - Cumulative Claims and Historical Transactions Client is responsible for providing CS STARS all non-standard codes.	▸ Interface ▸ Data feed ▸ Validation ▸ Execution
Database Structure for Triad Data Feed	Required Triad Claim only, Monthly Data Feed – Data identified through software development to execute logic delivery	▸ Database schema ▸ Structure for feeds FTP

Nassau County is responsible for ensuring that all data is delivered directly to CS STARS based and the data meets specific quality, accuracy and reliability. For additional details regarding Data Conversion deliverables, please see the Data Conversion and Scheduled Data Processing Services Appendix.

C. Advanced Feature Setup and Universal Solutions

This section describes Implementation services related to the configuration of the following Software features. These are features that are included in the Software but require additional configuration time.

Universal Solution #1	HR Import and Look-up	▶ Functional specification is provided in the Universal Solution appendix ▶ Installation of universal solution ▶ Setup of universal solution ▶ Documentation ▶ 30 fields for Nassau County HR information

D. Custom Programming

Deliverable	Description	What's Included in this Deliverable
ProLaw Interface	A set of standards for connecting and transferring data between CS Stars and ProLaw	▶ Functionality included will be set forth in the Custom Solutions appendix. ▶ Scope Document ▶ Functional Specifications ▶ Development ▶ Quality Assurance ▶ 25 fields for ProLaw Interface **** Please refer to the Custom Solution Appendix (Page 32) for more information.**
AssetWorks Fleet Interface	Custom configure SDIE Import - vehicle/driver asset file Import from AssetWorks application	▶ Functionality included will be set forth in the Custom Solutions appendix. ▶ Scope Document ▶ Functional Specifications ▶ Development ▶ Quality Assurance ** Please refer to the Custom Solution Appendix (Page 32) for more information.
TRIAD Interface	A set of standards for connecting and transferring claim data (does not include transactions or note information) monthly between CS Stars and TRIAD	▶ Functionality included will be set forth in the Custom Solutions appendix. ▶ Scope Document ▶ Functional Specifications ▶ Development ▶ Quality Assurance

E. Custom Report Development

Deliverable	Description	What's Included in this Deliverable

Deliverable	Description	What's Included in this Deliverable
Custom Report Templates	The following reports will be created and available as part of the development: 1. Cause of Loss 2. Location - Incident 3. Top 10 Locations for Losses 4. Claim Cost 5. Claim Frequency 6. Medical vs. Indemnity Summary 7. Claim Diary 8. Claim Setup / Closed 9. Repeat Claimants 75 hours have been allocated for custom report development. If additional report templates are identified and hours remain, these hours will be utilized for scope and development. Otherwise, the new templates will be scoped as a separate project.	▸ CS STARS will create report templates based on specifications for each report. ▸ Each Report Template will include the ability to extract data for further manipulation ▸ The report will be characterized by information or other content reflective of an inquiry made to the CS Star System. ▸ Each template will be tailored to the context of the specifications of given situations and audience(s). ▸ Report templates may include persuasive elements, such as recommendations, suggestions, or other motivating conclusions that indicate possible future actions

F. Technical Implementation Services

Deliverable	Description	What's Included in this Deliverable
ASP Setup	Client Data will be hosted on CS STARS' servers during the term of this Statement of Work.	▸ Access to STARS ASP via the Internet using HTTPS ▸ 5 Gigabytes for storage for up to 25,000 claim records are included. ▸ 2 additional gigabyte of storage for all other data, including, but not limited to transactions, attachments and any supplemental custom tables. ▸ Additional storage can be purchased at a rate of $1000 per one gigabyte of storage. ▸ Backups of Database one time nightly ▸ Audit/Monitoring feature is not enabled in STARS™. ▸ Client requested Data Recovery Services can be

Deliverable	Description	What's Included in this Deliverable
		purchased at CS STARS' then-current rate for such services at the time of the request. ▸ Client is responsible for allowing appropriate firewall access to STARS™ ASP environment.

G. Software Product Licenses and Maintenance

Core Software Deliverables	Description
STARS™ Enterprise Claims and Risk	▸ 5 named User licenses ▸ 20 lite User licenses ▸ Version 3 of STARS™ Enterprise Edition
Upgrades	Any Upgrades to the STARS™ Software for the Edition licensed under the Agreement that are generally released during the term of this Statement of Work. Any Client Support Hours used to install Upgrades will be applied against Client's ongoing Client Support Hours.

H. Training

Deliverable	Description	What's Included in this Deliverable
Instructor Led Training	▸ Live instructor led training for large groups of Client users. ▸ Administrator Training	▸ 3 days (8 hours maximum per day) of onsite instructor led training for up to 15 colleagues at Client's Mineola, NY location – Train the Trainer ▸ Configuration of standard training materials ▸ Travel for 1 project team member is included.
Web Training	Web-based instructor led training for small groups of Client users.	▸ 4 sessions (2 hours maximum per session) of instructor led web training for up to 10 colleagues. ▸ Configuration of standard training materials

I. Project Management

Deliverable	Description	What's Included in this Deliverable

Kickoff Meeting	Initial meeting to kickoff project	▶ Project team will travel to Client site. One trip for 3 team members is included. ▶ Project binder.
Working Meetings	Meetings to gather information and review progress throughout the project.	▶ 1 onsite project meeting for 1 day(s) each for 3 project team members is included.
Project Plan	• Requirements analysis - analyze the needs of the end users • Benchmarking — evaluation of current systems • Data design - creates a blueprint for the design with the necessary specifications for the hardware, software, people and data resources. In many cases, multiple architectures are evaluated before one is selected. • Design —Produce one or more 'models' of what they see a system eventually looking like	▶ Project plan and schedule indicating estimated project completion, critical paths and slack ▶ Project status reports and calls, to discuss activities completed, activities scheduled and issues ▶ Implementation support from the CS STARS Project Management Office (PMO)
Testing Plan	System testing plan evaluates the system's actual functionality in relation to expected or intended functionality, including all integration aspects.	▶ CS STARS will provide Client with project deliverable for User Acceptance Testing and will provide Client guidance on the testing process.
User Acceptance Testing (UAT) Plan	Confirmation by a Subject Matter Expert (SME), after through trial and review that they system meets mutually agreed-upon requirements. This is the final stage before Nassau County Risk Management accepts the new system.	▶ Users of the system perform these tests, which CS Stars derive from the contract, SOW or the user requirements specifications.
Quality Plan	A plan that enables Nassau County the ability to identify, measure, control and improve the various core business processes	▶ Quality acceptance that will lead to improved business performance of the CS Stars system.

Change Control Plan	Meeting Nassau County IT Change Management plan to ensure Nassau County's formal process is used to ensure that processes are only modified in line with the identified necessary change.	▶ Avoid the danger of unnecessary changes being introduced without forethought, introducing faults (bugs) into the system or undoing changes made by other users of the software.

J. Pricing and Invoice Schedule SOW #1, Implementation

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable.

Deliverable	Fees	Payment Schedule
9 Month Implementation Fee	$205,285	▶ Billed quarterly, at the end of each quarter during the 9 month implementation period. ▶ * Details included in Attachment A

K. Statement of Work Approval

This offer will expire on July 30, 2009.

IN WITNESS WHEREOF, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #1 Effective Date.

Nassau County.	**CS STARS LLC**
Name:	Name: Keith Brown
Signature	**Signature**
Deputy County Executive **Title**	ACCOUNT EXEC **Title**
11/2/09 **Date**	7/23/09 **Date**

STATE OF NORTH CAROLINA }
}
COUNTY OF MECKLENBURG } ss.:
}

Maryann Dark, a Notary Public for said County and State, do hereby certify that Keith Brown personally known to me to be the Account Executive for CS Stars, LLC, the company described in the within instrument, personally appeared before me this day and acknowledged that he executed the within instrument as the act of the said CS STARS,LLC in accordance with authority duly conferred upon him by said Company.

Witness my hand and official seal, this the 23rd day of July, 2009.

(Official Seal)

Maryann Dark
Notary Public

My commission expires on March 29, 2014

Universal Solutions Appendix

The HR Import and Lookup Universal Solution for Importing HR data into STARS is included to import basic employee information into STARS from the Nassau County Unified Human Resources System (NUHRS).

Data Conversion and Scheduled Data Processing Services Appendix

The following further explains the Data Conversion Services deliverable.

Detail	Important Distinction
Client is responsible for facilitating delivery of Client Data to CS STARS from all data providers, including a layout definition or data dictionary.	All Client Data provided to CS STARS must be encrypted using the NIST/AES or DES standards. CS STARS will provide the public keys and the methods used for encryption. This policy pertains to all Client Data sent electronically or physically to CS STARS. Not all data providers are able to provide all data components for data conversions. Prior to execution of this Statement of Work, Client is responsible for verifying that all of Client's data providers are able to provide such data components. Fees charged by data providers are not included in this Statement of Work and shall be payable by Client directly to the data providers.
Client is responsible for facilitating delivery of control total reports to CS STARS for each data provider.	In the event that control total reports are not available for a data provider, Client must provide written approval of agreement with CS STARS on a method of reconciliation.
Cumulative claims data conversion	A cumulative claims data conversion consists of claim indicative data (name, address, loss date, etc.) and summary financials only and does not include other data elements (adjuster notes, OSHA records, contacts, and/or historical detailed payments / reserve transactions). Historical detailed transactions are only included if the component entitled "Historical transaction data conversion" is selected in the Statement of Work.

Detail	Important Distinction
Historical transaction data conversion	Historical transaction data conversion includes detailed historical payment and reserve transactions only. In the event of an imbalance between claim summary financials and detailed transactions, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client. Fees charged by data providers are not included in this Statement of Work and shall be payable by Client directly to the data providers. Data associated with history of check processing and printing is not included in an historical transaction conversion. Data associated with historical medical bill invoice/line item conversion is not included in an historical transaction conversion.
CS STARS will work with Client to develop data mapping and transformation rules.	CS STARS cannot fabricate data based on the source data or other factors.
CS STARS will develop data conversion program(s) and processes.	CS STARS will only develop data conversion program(s) and processes for data conversion components explicitly listed in the Statement of Work. Additional data conversion components may be added to project scope, but an additional fee will apply and the timeframe of the project may change accordingly. Some information may not be available through the data provider; if the data is available, the data provider may charge Client an additional fee that is not included in this Statement of Work
CS STARS will map/integrate the Client Data received from all data providers into a single repository and match claims between data providers, if needed.	Client may need to provide assistance in claim matching activities. This activity does not include claim matching or data issue resolution associated with a Carrier or TPA takeover of claims from another Carrier or TPA unless that activity is explicitly listed as a deliverable in this Statement of Work.

Detail	Important Distinction
CS STARS will perform three (3) data loads into the STARS™ database: one initial load into the Test STARS™ database, one additional load containing revisions into the Test STARS™ database, and one final load into Production.	Any time spent by CS STARS to create more than the three (3) specified data loads will be charged against the Client Support Hours or, if all Client Support Hours have been eroded, an additional Statement of Work will be required. Within thirty (30) calendar days of the date that CS STARS forwards the mappings to Client, Client shall review/test the mapping(s) and either: (a) inform CS STARS of any necessary revisions to the mappings or (b) sign-off on the mappings by signing the a Data Conversion Mapping Closure document (the "Mapping Closure"). In the event that CS STARS does not receive either a signed copy of the Mapping Closure or Client's requested revisions by such date, the mappings will be deemed approved by Client. Please note that the typically anticipated time to review mappings is ten (10) business days. In the event that such review by Client is longer than ten (10) business days, CS STARS may have to revise any project schedule or plan associated with this Statement of Work.
CS STARS will perform the following quality control activities: reconciliation to control total reports provided by data providers; validation of incoming data codes (locations, cause, nature of injury, body part, pay types, etc.); validation of STARS standard business rules; reconciliation of all exceptions produced during loads into the STARS database; completion of unit testing on converted data as defined in the Data Operations Standard Test Plan	STARS™ Standard Business Rules and Data Operations Standard Test Plan are available upon request.
CS STARS will provide documentation of conversion results.	Conversion result documentation includes the following: • Reconciliation results between control total reports and data conversion reports and documented explanation of discrepancies, if needed • STARS™ Gate reports • STARS™ Update reports

The following further explains the Scheduled Data Processing Services deliverable.

Detail	Important Distinction
Data Processing Components	Not all data providers are able to provide all data components for data processing. Client is responsible for confirming the frequency and data components with its data providers. In addition, if the data is available, the data provider may charge Client an additional fee that is **not included** in this Statement of Work and shall be payable by Client directly to its data providers.
	Claim-only data updates do not include detailed payment and reserve transactions. CS STARS builds a single cumulative transaction per financial category (i.e. Medical, Expense, and Indemnity) for each claim to allow for prior valuation or loss development reporting. In the event of an imbalance between claim summary financials and detailed transactions during a detailed transaction update, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client.
Ongoing data processing includes the following activities, which are all based on control total reports and Client Data provided by Client and/or its data providers: Ongoing data conversion processing, source data validation and update of data from Carriers or TPAs into STARS™ or ClaimSuite™. Financial reconciliation with control total reports. Minor code changes in conversion routines to address new business needs for Client, i.e., new location is added to structure Resolution of code errors with the Carrier / TPA Resolution of claims that are missing or have been dropped from the Carrier / TPA feed Troubleshooting data related issues with the Carrier / TPA	Takeover claim projects (i.e. one carrier/TPA assumes the claims for another carrier/TPA) require a new Statement of Work or Work Order and will either require an additional fee or erode Client Support Hours. In the event that a takeover is not communicated to the Data Operations Center in advance, time spent to correct data integrity issues will be billed as incurred at CS STARS' then-current rates for such services. Client-requested changes to a data conversion after the data conversion has moved into production are not included in ongoing data processing activities and will be billed as incurred at CS STARS then-current CS STARS' rate for such services at the time of the request. Changes to the layout of the incoming data feeds that are dictated by the Carrier / TPA requiring additions or changes to data conversion routines Investigation of data quality issues with the data provider and correction of these errors through CS STARS programming efforts will be billed as incurred.
~~Scheduled Daily loads into the STARS™ database~~	~~Daily loads are performed once daily during an agreed~~ upon nightly window.

Detail	Important Distinction
CS STARS will perform scheduled loads into the STARS™ database during an agreed upon time frame.	CS STARS' standard data processing schedule is to perform scheduled non-daily or non-weekly data updates into the STARS™ database during CS STARS' normal business hours (Monday – Friday 8:00 a.m. to 5:00 p.m. CST, except CS STARS holidays) with minimal disruptions. Client is responsible for identifying and communicating an acceptable scheduled update time period. CS STARS is responsible for notifying Client in advance of scheduled updates being performed. Processing outside CS STARS' normal business hours, including weekends and holidays, is available for an additional fee.
Scheduled data processing turnaround time	CS STARS' standard turnaround time for non-daily and non-weekly scheduled data processing is three (3) business days from time of data acceptance at the CS STARS Data Operations Center. Shorter turnaround time may be available for an additional fee. In the event of data issues with the data provider, CS STARS can not be held to the turnaround time specified in the Statement of Work.
Data Quality Control includes only: reconciliation to control totals provided by Client's data providers; paid financial and claim count trending, including investigation of discrepancies, validation of incoming data codes (locations, cause, nature of injury, body part, pay types, etc.); validation of STARS™ standard business rules; reconciliation of all exceptions produced during loads into the STARS™ database; resolution of claims that are missing and/or have been dropped from the data source, all based on control total reports and Client Data provided by Client and/or its data providers.	Client may be required to provide timely feedback to notification of discrepancies, invalid codes, exception reconciliation techniques, and/or missing/dropped claims in order for CS STARS to meet standard turnaround time.

Initialed: Client _____ CS STARS KTB

Project Management Appendix

Engagement Methodology - The CS STARSPro™ project management methodology is a disciplined approach to project communications and project management and control. It incorporates timely check-points to ensure Client expectations of deliverables are consistent with CS STARS' expectations.

This engagement methodology requires mutual communications and project management discussions between CS STARS and Client. This collaboration will appear in the form of regular status meetings, change control procedures as necessary and frequent project progress reports.

Customer Role Review

The Customer Role Review is designed to help CS STARS' clients understand their part in the major activities of a CS STARS project. It outlines major milestones, highlights decisions needed from Client and points out implications of changes to the project scope.

The following Client roles are recommended for a successful project:

Client Business Sponsor – This person will be responsible for final approval and signoff on all deliverables. They will also serve as a point of escalation for any project related risks or issues.
Client Project Manager – This person will work directly with the CS STARS project manager to manage project timelines, risks and align Client resources to complete tasks within the timelines outlined in the project schedule.
Client System Administrator – This person will be the ongoing resource assigned to maintain the STARS™ software. They will work directly with the project team to define specifications and understand configuration options selected during implementation.

Milestones
Project milestones act as thresholds and help to indicate whether a project is on track to finish as expected. Specific milestones vary by project, but in general, they are defined as the group of accomplishments, results, deliverables and events that measure project progress. The following outlines typical project milestones in a CS STARS project and provides a high level overview of what the CS STARS team will need from Client in order to perform CS STARS' obligations under this Statement of Work.

Major Milestone	Client Contributions
Kickoff meeting	A successful kickoff meeting requires attendance by project sponsor, project managers and end users. Identification of decision maker or point-person during this meeting is essential. Client and CS STARS will review the Statement of Work during this meeting to confirm accuracy and completeness of project deliverables.
Completion of specifications.	Engagement during specification process; Client may need to produce sample of output files or data from legacy system(s) to be integrated with CS STARS software.
Test environment established	ASP installations will include a test environment provided by CS STARS.
Transfer of deliverables from test to production environment.	Commitment to structured user acceptance testing and signoff on deliverables at the conclusion of User Acceptance Testing (UAT). Please note that Client UAT is generally required within 2 weeks from Client's receipt of a deliverable from CS STARS. A deliverable will be deemed accepted if no feedback is received by CS STARS within thirty (30) days of delivery to Client.
Major Milestone	Client Contributions

Training	Successful training requires a complete audience of stakeholders and end users. If training is to be held at Client's facility, Client will be responsible for securing a training location/room, requesting staff participation, scheduling, etc.

Decisions Needed
Throughout the project, the CS STARS team will need Client to make choices about the implementation of the STARS™ software. Decisions vary by project, but in general, they follow the nature of the decisions outlined in the table below. Also included in this table is the nature of the information to be provided by Client and a rough estimate of the timeframe.

Decisions and Actions Needed	Information Needed	Timeframe
System specifications	Decisions regarding screen designs, security setup and other system specifications such as custom solutions or custom reports.	Beginning of project
Validation of data conversion deliverables	Approval and signoff is needed on data mappings and prior to final load of conversion into the system.	Middle of project.
Decisions regarding third-party deliverables	Decisions may be required if third-party data/information is late, incomplete or missing.	Middle of project
Signoff on deliverables	Project sponsor required to sign off on all incremental deliverables and final implementation within ten (10) business days of Client's receipt of any deliverable.	Middle of project and End of project.

Change Deadlines
Research shows that for every month a project progresses there is a 1 – 2% increase in the scope of the project. This is evident even in controlled conditions (i.e. project management). Further, as the project progresses, the cost of change increases substantially – change becomes more expensive and time-consuming. With this in mind, CS STARS recommends placing a limit on change requests through change deadlines. Please note that change deadlines are *recommendations* to maintain the project schedule. Mutually acceptable changes to this Statement of Work will be outlined in a written amendment to the Statement of Work and may result in additional cost to Client.

Change control procedures consist of:

- Problem Identification (Client)
- Impact Estimation (CS STARS)
- Signoff of change control documentation (Client)
- Change Initiation (CS STARS)
- Change Validation (Client)
- Approvals and Acceptance (Client)

The CS STARS project manager works with Client to define what constitutes a minor change, a change to existing scope or a change outside scope. Changes allowed will be based on the agreed upon project timeline and will adhere to the below basic guidelines for all CS STARS projects.

Change Type	Recommended Deadline
Minor changes	Permitted up to month prior to "go live"
Changes to existing project scope	Permitted up to the mid point of implementation
Changes outside project scope	Permitted up to the first quarter point of implementation

Agreed to by **Nassau County**

Signature: _____

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 11/2/09

Agreed to by **CS STARS LLC**

Signature: _____

Name: Keith Brown

Title: Account exec

Date: 7/23/09

STATE OF NORTH CAROLINA }
}
COUNTY OF MECKLENBURG } ss.:
}

Maryann Dark, a Notary Public for said County and State, do hereby certify that Keith Brown personally known to me to be the Account Executive for CS Stars, LLC, the company described in the within instrument, personally appeared before me this day and acknowledged that he executed the within instrument as the act of the said CS STARS,LLC in accordance with authority duly conferred upon him by said Company.

Witness my hand and official seal, this the 23rd day of July, 2009.

(Official Seal)

Maryann Dark
Notary Public

My commission expires on March 29, 2014

Custom Solutions Appendix

Summary of the Custom Solutions Process

After the project kickoff meeting, Client will work with CS STARS to develop a Custom Solutions Scope Document. This document will provide a high level overview of user requirements for the custom solution based on initial assumptions provided in the quote process. Client involvement is required to discuss the scope of the solution and to provide any necessary sample files or technical documentation. Client is also required to sign off on Scope document to move forward with the Custom Solutions process.

Once the Scope document is completed by CS STARS and Client, CS STARS will develop Functional Specifications that will further outline the how the end user will interact with the solution and how the solution will interact with other points of interface. Client will need to promptly review the Functional Specifications and confirm its understanding by signature.

After Client review of the Functional Specifications, the solution will go through the development and quality assurance processes, which include creation of technical specifications, code development, creation of test scripts and quality assurance testing done by CS STARS.

When quality assurance testing is complete, the solution will be delivered to Client for testing. Client will have thirty (30) calendar days to signoff on the solution or to provide CS STARS with a list of nonconformities that need to be addressed prior to signoff. In the event that CS STARS does not receive Client's signoff or a list of nonconformities from Client within thirty (30) calendar days, the custom solution will be deemed approved by Client.

Please note that change request documentation may be required for changes to the original scope of the custom solution and could result in delayed delivery of the Services and/or additional fees. Please note that the typically anticipated time to review the solution is ten (10) business days. In the event that such review by Client is longer than ten (10) business days, CS STARS may have to revise any project schedule or plan associated with this Statement of Work.

Schedule of Solutions and Assumptions Documentation

Custom Plug-in #1

Custom Solution Name	ProLaw Interface
Description	ProLaw Interface with STARS to import/export up to 25 fields of public domain litigation information to/from STARS.
Assumptions	The following assumptions apply to the ProLaw/STARS Interface: *This custom solution shall require GPG encryption for the import and the export. * This custom solution shall retrieve the import file from a pre defined FTP server location * This custom solution shall export the file to a pre defined location * This custom solution shall have an option to initiate both the import and export process * This custom solution will import/export 25 elements * This custom solution will run on a scheduled process via a JobServer * This custom solution will update the claim information on import * The import/export file format is unknown at this time. * This custom solution will not require an exception navigator and will write errors to

	a log file. * This custom solution shall send a notification to pre defined users on the schedule import complete. * This custom solution shall send a notification to pre defined users on the schedule export complete. * This custom solution shall write an error message to a log file if it is unable to connect to the FTP site. * This custom solution shall write an error message to a log file it is unable to navigate to the specified directory to retrieve the import file. * This custom solution shall write an error message to the log file if the import file is not found. * This custom solution shall write an error message to the log file if the file format/layout is invalid

Custom Plug-In #2

Custom Solution Name	Custom configure SDIE Import - Vehicle/Driver Asset File Import
Description	Custom configure SDIE Import - vehicle/driver asset file Import from AssetWorks application
Assumptions	The following assumptions apply to the AssetWorks/STARS Interface: * This custom solution shall utilize the standard HR Import and SDIE * This custom solution shall be developed for STARS Enterprise v.3 * This custom solution shall integrate with the STARS ASP environment. * This custom solution shall only include the customization of the client's layout and table for the standard HR Import but no other custom changes to the Import tool * This custom import shall load into a custom table for Assets * Coded fields shall be predefined for table construction purposes * This custom solution shall not include FTP, encryption or any scheduling needs * This client shall utilize a table based lookup * This custom solution may require changes to the standard processing rules

Initialed: Client _____ CS STARS KTB

Work Order Appendix

A work order may be completed for all Client-requested additional Services not included in this Statement of Work that will erode the Client Support Hours. CS STARS will provide Client an initial "ballpark" estimate of the Client Support Hours required to complete the additional Services.

Sample Work Order Form

CS STARS Work Order

Client Name:

Project Name:

Project Description:

Project Requested by:

Client Desired Timeline for Completion:

Additional Project Details:

CS STARS Estimated Project timeline:

CS STARS Estimated Project hours:

Initialed: Client _____ CS STARS KB

Financial Appendix

Main Client Business Contact Information

Business Contact Name	
Business Contact Title	
Business Contact Address	
Business Contact Phone	
Business Contact Fax	
Business Contact Email Address	

Client Billing Information

Billing Contact Name	
Billing Contact Title	
Billing Contact Address	
Billing Contact Phone	
Billing Contact Fax	
Billing Contact Email Address	
Client Tax Jurisdiction*	
Billing Currency	
Preferred Invoicing Method	Mail or Email

*If Client has a tax exempt status, please attach tax exempt form to this appendix. For European clients, please indicate VAT or No VAT in this section as well.

Payment Remission Details

CS STARS Lockbox for Payments	Overnight Courier Address	ACH Wire Instructions
CS STARS LLC P.O. Box 201739 Dallas, TX 75320-1739	Regulus Attn: 201739 CS Stars 1500 Dragon Street, Suite A Dallas, TX 75207	Bank: Wells Fargo Bank Dallas, TX ABA: 121000248 Account No: 4121269922

Initialed: Client _____ **CS STARS** KTB

Nassau County
Long Island, New York

Department of Information Technology

Statement of Work #2: Ongoing

Date: July 23, 2009

Exhibit A: Statement of Work 2 for CS STARS Software

This Statement of Work ("Statement of Work") describes services to be performed by CS STARS LLC ("CS STARS") for Nassau County. ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services Agreement entered into by the parties on the Effective Date (the "Agreement").

This Statement of Work shall commence upon the date that it is executed by the County (the "**SOW # 2** ***Effective Date***") and will remain in effect for 45 Months unless terminated sooner in accordance with the Agreement

1. Project Scope and Deliverables

The following describes all initial Services to be performed by CS STARS under this Statement of Work.

A. Software Product Licenses and Maintenance
B. Project Management
C. Scheduled Data Processing Services
D. Advanced Features and Universal Solutions Maintenance
E. Custom Software Maintenance
F. Technical Services
G. Ongoing Services and Travel
H. Pricing and Invoice Schedule SOW #2, Ongoing
I. Statement of Work Approval

A. Software Product Licenses and Maintenance

Core Software Deliverables	Description
STARS™ Enterprise Claims and Risk	▸ 5 named User licenses ▸ 20 lite User licenses ▸ Version 3 of STARS™ Enterprise Edition
Upgrades	Any Upgrades to the STARS™ Software for the Edition licensed under the Agreement that are generally released during the term of this Statement of Work. Any Client Support Hours used to install Upgrades will be applied against Client's ongoing Client Support Hours.

B. Project Management

Deliverable	Description	What's Included in this Deliverable

Change Control Plan	Meeting Nassau County IT Change Management plan to ensure Nassau County's formal process is used to ensure that processes are only modified in line with the identified necessary change.	▶ Avoid the danger of unnecessary changes being introduced without forethought, introducing faults (bugs) into the system or undoing changes made by other users of the software.

C. Scheduled Data Processing Services

Fees charged by data providers for the transmittal of data to CS STARS are not included in this Statement of Work and shall be payable by Client directly to such data providers.

Standard Data Processing: The CS STARS standard turnaround time for non-daily and non-weekly scheduled claim and transaction data processing is three (3) business days from the time that CS STARS Data Operations Center confirms that incoming data is in the expected data layout, balances to control totals, and passes basic quality checks performed by CS STARS. Data processing will take place during CS STARS' normal business hours. Unless specifically stated otherwise, the Scheduled Data Processing Services deliverable relates only to loading data into the Licensed Software, but not any extracts of such data.

Data Source	Components	Frequency	Data Processing Details
Triad	☒ Claims ☒ Transactions ☒ Notes/Comments ☒ Diaries/Tasks ☒ Contacts/Vendors ☒ OSHA Data ☒ Policy Data ☒ Location Data ☒ Values Data ☒ Other	☒ Annually ☒ Semi-Annually ☒ Quarterly ☒ Monthly ☒ Bi-Weekly ☒ Weekly ☒ Once Daily ☒ Other	Standard Data Processing Once Monthly Frequency applies to both claims and transactions

For additional details regarding Scheduled Data Processing Services, please see Data Conversion and Scheduled Data Processing Services Appendix.

D. Advanced Features and Universal Solutions

This section provides details about advanced system features included in this Statement of Work.

Deliverable	Description
Maintenance of Advanced Features and Universal Solutions	Maintenance services related to Advanced Features and Universal Solutions included in attached Project Scope and Deliverables section will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.
Universal Solution Used: HR Import	Maintenance services related to Advanced Features will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.

E. Custom Software Maintenance

Deliverable	Description
Maintenance of Custom Solutions	Maintenance services related to custom plug-ins included in attached Project Scope and Deliverables section are included in this Statement of Work.
Custom Plug-In 1	ProLaw Interface
Custom Plug-In 2	AssetWorks Interface

F. Technical Services

Deliverable	Description	What's Included in this Deliverable
ASP Hosting	Client Data will be hosted on CS STARS' servers during the term of this Statement of Work.	▸ Access to STARS ASP via the Internet using HTTPS ▸ 5 Gigabytes for storage for up to 25,000 claim records are included. ▸ 2 additional gigabyte of storage for all other data, including, but not limited to transactions, attachments and any supplemental custom tables. ▸ Additional storage can be purchased at a rate of $1000 per one gigabyte of storage. ▸ Backups of Database one time nightly ▸ Audit/Monitoring feature is not enabled in STARS™. ▸ Client requested Data Recovery Services can be purchased at CS STARS' then-current rate for such services at the time of the request. ▸ Client is responsible for allowing appropriate firewall access to STARS™ ASP environment.

G. Ongoing Services and Travel

Deliverable	What's Included in Deliverable

Deliverable	What's Included in Deliverable
Client Support, Account Management and Consulting Services	▶ Package of 55 annual Client Support Hours is included in this Statement of Work. Client may pre-purchase additional Client Support Hours packages in advance of the complete erosion of any package at the same rate that Client is charged for such Client Support Hours in the initial package. ▶ Additional Service Hours purchased by Client after all Client Support Hours have been eroded will be billed as incurred at CS STARS' then-current rate at the time of the request. ▶ Support is offered during CS STARS normal business hours. ▶ Customer support, account management and consulting services related to maintenance and ongoing use of the Software. Examples include, but are not limited to, service time spent on: Upgrades, migrations, user assistance with features, troubleshooting, testing, project management, issues management, stewardship meetings, account management, report configuration, data reconciliation, Third Party Administrator claim takeover analysis; changes to existing workflows or system setup; consulting related to changes to custom solutions, changes to data conversions or changes to reports; technical assistance, creation of events and validations, maintenance of custom reports, status calls, meetings and Documentation.
Work Orders	▶ Work orders may be created by CS STARS and Client for Client-requested additional Services not included in this Statement of Work that will erode Client Support Hours. CS STARS will provide an estimate of the Client Support Hours required for the additional Services. A sample of the information required for a Work Order can be found in the Work Order Appendix to this Statement of Work.

H. Pricing and Invoice Schedule SOW #2, Ongoing

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable.

Deliverable	Fees	Payment Schedule
Year 1 Fees	$51,766	▶ Billed quarterly, at the end of the quarter, beginning on December 31, 2009.
Year 2 Fees	$51,766	▶ Billed quarterly, at the end of the quarter, beginning on December 31, 2010.

Year 3 Fees	$51,766	Billed quarterly, at the end of the quarter, beginning on December 31, 2011.

I. Statement of Work Approval

This offer will expire on July 30, 2009.

IN WITNESS WHEREOF, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #1 Effective Date.

Nassau County.	CS STARS LLC
Name:	Name: Keith Brown
Signature	Signature
Deputy County Executive Title	Account Exec Title
11/2/09 Date	7/23/09 Date

STATE OF NORTH CAROLINA }
}
COUNTY OF MECKLENBURG } ss.:
}

Maryann Dark, a Notary Public for said County and State, do hereby certify that Keith Brown personally known to me to be the Account Executive for CS Stars, LLC, the company described in the within instrument, personally appeared before me this day and acknowledged that he executed the within instrument as the act of the said CS STARS,LLC in accordance with authority duly conferred upon him by said Company.

Witness my hand and official seal, this the 23rd day of July, 2009.

(Official Seal)

Maryann Dark
Notary Public

My commission expires on March 29, 2014

Universal Solutions Appendix

The HR Import and Lookup Universal Solution for importing HR data into STARS is included to import basic employee information into STARS from the Nassau County Unified Human Resources System (NUHRS).

Data Conversion and Scheduled Data Processing Services Appendix

The following further explains the Data Conversion Services deliverable.

Detail	Important Distinction
Client is responsible for facilitating delivery of Client Data to CS STARS from all data providers, including a layout definition or data dictionary.	All Client Data provided to CS STARS must be encrypted using the NIST/AES or DES standards. CS STARS will provide the public keys and the methods used for encryption. This policy pertains to all Client Data sent electronically or physically to CS STARS. Not all data providers are able to provide all data components for data conversions. Prior to execution of this Statement of Work, Client is responsible for verifying that all of Client's data providers are able to provide such data components. Fees charged by data providers are not included in this Statement of Work and shall be payable by Client directly to the data providers.
Client is responsible for facilitating delivery of control total reports to CS STARS for each data provider.	In the event that control total reports are not available for a data provider, Client must provide written approval of agreement with CS STARS on a method of reconciliation.
Cumulative claims data conversion	A cumulative claims data conversion consists of claim indicative data (name, address, loss date, etc.) and summary financials only and does not include other data elements (adjuster notes, OSHA records, contacts, and/or historical detailed payments / reserve transactions). Historical detailed transactions are only included if the component entitled "Historical transaction data conversion" is selected in the Statement of Work.

Detail	Important Distinction
Historical transaction data conversion	Historical transaction data conversion includes detailed historical payment and reserve transactions only. In the event of an imbalance between claim summary financials and detailed transactions, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client. Fees charged by data providers are not included in this Statement of Work and shall be payable by Client directly to the data providers.
	Data associated with history of check processing and printing is not included in an historical transaction conversion. Data associated with historical medical bill invoice/line item conversion is not included in an historical transaction conversion.
CS STARS will work with Client to develop data mapping and transformation rules.	CS STARS cannot fabricate data based on the source data or other factors.
CS STARS will develop data conversion program(s) and processes.	CS STARS will only develop data conversion program(s) and processes for data conversion components explicitly listed in the Statement of Work. Additional data conversion components may be added to project scope, but an additional fee will apply and the timeframe of the project may change accordingly. Some information may not be available through the data provider; if the data is available, the data provider may charge Client an additional fee that is not included in this Statement of Work
CS STARS will map/integrate the Client Data received from all data providers into a single repository and match claims between data providers, if needed.	Client may need to provide assistance in claim matching activities. This activity does not include claim matching or data issue resolution associated with a Carrier or TPA takeover of claims from another Carrier or TPA unless that activity is explicitly listed as a deliverable in this Statement of Work.

Detail	Important Distinction
CS STARS will perform three (3) data loads into the STARS™ database: one initial load into the Test STARS™ database, one additional load containing revisions into the Test STARS™ database, and one final load into Production.	Any time spent by CS STARS to create more than the three (3) specified data loads will be charged against the Client Support Hours or, if all Client Support Hours have been eroded, an additional Statement of Work will be required. Within thirty (30) calendar days of the date that CS STARS forwards the mappings to Client, Client shall review/test the mapping(s) and either: (a) inform CS STARS of any necessary revisions to the mappings or (b) sign-off on the mappings by signing the a Data Conversion Mapping Closure document (the "Mapping Closure"). In the event that CS STARS does not receive either a signed copy of the Mapping Closure or Client's requested revisions by such date, the mappings will be deemed approved by Client. Please note that the typically anticipated time to review mappings is ten (10) business days. In the event that such review by Client is longer than ten (10) business days, CS STARS may have to revise any project schedule or plan associated with this Statement of Work.
CS STARS will perform the following quality control activities: reconciliation to control total reports provided by data providers; validation of incoming data codes (locations, cause, nature of injury, body part, pay types, etc.); validation of STARS standard business rules; reconciliation of all exceptions produced during loads into the STARS database; completion of unit testing on converted data as defined in the Data Operations Standard Test Plan	STARS™ Standard Business Rules and Data Operations Standard Test Plan are available upon request.
CS STARS will provide documentation of conversion results.	Conversion result documentation includes the following: • Reconciliation results between control total reports and data conversion reports and documented explanation of discrepancies, if needed • STARS™ Gate reports • STARS™ Update reports

The following further explains the Scheduled Data Processing Services deliverable.

Detail	Important Distinction
Data Processing Components	Not all data providers are able to provide all data components for data processing. Client is responsible for confirming the frequency and data components with its data providers. In addition, if the data is available, the data provider may charge Client an additional fee that is **not included** in this Statement of Work and shall be payable by Client directly to its data providers.
	Claim-only data updates do not include detailed payment and reserve transactions. CS STARS builds a single cumulative transaction per financial category (i.e. Medical, Expense, and Indemnity) for each claim to allow for prior valuation or loss development reporting. In the event of an imbalance between claim summary financials and detailed transactions during a detailed transaction update, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client.
Ongoing data processing includes the following activities, which are all based on control total reports and Client Data provided by Client and/or its data providers: Ongoing data conversion processing, source data validation and update of data from Carriers or TPAs into STARS™ or ClaimSuite™. Financial reconciliation with control total reports. Minor code changes in conversion routines to address new business needs for Client, i.e., new location is added to structure Resolution of code errors with the Carrier / TPA Resolution of claims that are missing or have been dropped from the Carrier / TPA feed Troubleshooting data related issues with the Carrier / TPA	Takeover claim projects (i.e. one carrier/TPA assumes the claims for another carrier/TPA) require a new Statement of Work or Work Order and will either require an additional fee or erode Client Support Hours. In the event that a takeover is not communicated to the Data Operations Center in advance, time spent to correct data integrity issues will be billed as incurred at CS STARS' then-current rates for such services. Client-requested changes to a data conversion after the data conversion has moved into production are not included in ongoing data processing activities and will be billed as incurred at CS STARS then-current CS STARS' rate for such services at the time of the request. Changes to the layout of the incoming data feeds that are dictated by the Carrier / TPA requiring additions or changes to data conversion routines Investigation of data quality issues with the data provider and correction of these errors through CS STARS programming efforts will be billed as incurred.
~~Scheduled Daily loads into the STARS™ database~~	~~Daily loads are performed once daily during an agreed~~ upon nightly window.

Detail	Important Distinction
CS STARS will perform scheduled loads into the STARS™ database during an agreed upon time frame.	CS STARS' standard data processing schedule is to perform scheduled non-daily or non-weekly data updates into the STARS™ database during CS STARS' normal business hours (Monday – Friday 8:00 a.m. to 5:00 p.m. CST, except CS STARS holidays) with minimal disruptions. Client is responsible for identifying and communicating an acceptable scheduled update time period. CS STARS is responsible for notifying Client in advance of scheduled updates being performed. Processing outside CS STARS' normal business hours, including weekends and holidays, is available for an additional fee.
Scheduled data processing turnaround time	CS STARS' standard turnaround time for non-daily and non-weekly scheduled data processing is three (3) business days from time of data acceptance at the CS STARS Data Operations Center. Shorter turnaround time may be available for an additional fee. In the event of data issues with the data provider, CS STARS can not be held to the turnaround time specified in the Statement of Work.
Data Quality Control includes only: reconciliation to control totals provided by Client's data providers; paid financial and claim count trending, including investigation of discrepancies, validation of incoming data codes (locations, cause, nature of injury, body part, pay types, etc.); validation of STARS™ standard business rules; reconciliation of all exceptions produced during loads into the STARS™ database; resolution of claims that are missing and/or have been dropped from the data source, all based on control total reports and Client Data provided by Client and/or its data providers.	Client may be required to provide timely feedback to notification of discrepancies, invalid codes, exception reconciliation techniques, and/or missing/dropped claims in order for CS STARS to meet standard turnaround time.

Initialed: Client _____ CS STARS KTB

Project Management Appendix

Engagement Methodology - The CS STARSPro™ project management methodology is a disciplined approach to project communications and project management and control. It incorporates timely check-points to ensure Client expectations of deliverables are consistent with CS STARS' expectations.

This engagement methodology requires mutual communications and project management discussions between CS STARS and Client. This collaboration will appear in the form of regular status meetings, change control procedures as necessary and frequent project progress reports.

Customer Role Review

The Customer Role Review is designed to help CS STARS' clients understand their part in the major activities of a CS STARS project. It outlines major milestones, highlights decisions needed from Client and points out implications of changes to the project scope.

The following Client roles are recommended for a successful project:

Client Business Sponsor – This person will be responsible for final approval and signoff on all deliverables. They will also serve as a point of escalation for any project related risks or issues.
Client Project Manager – This person will work directly with the CS STARS project manager to manage project timelines, risks and align Client resources to complete tasks within the timelines outlined in the project schedule.
Client System Administrator – This person will be the ongoing resource assigned to maintain the STARS™ software. They will work directly with the project team to define specifications and understand configuration options selected during implementation.

Milestones
Project milestones act as thresholds and help to indicate whether a project is on track to finish as expected. Specific milestones vary by project, but in general, they are defined as the group of accomplishments, results, deliverables and events that measure project progress. The following outlines typical project milestones in a CS STARS project and provides a high level overview of what the CS STARS team will need from Client in order to perform CS STARS' obligations under this Statement of Work.

Major Milestone	Client Contributions
Kickoff meeting	A successful kickoff meeting requires attendance by project sponsor, project managers and end users. Identification of decision maker or point-person during this meeting is essential. Client and CS STARS will review the Statement of Work during this meeting to confirm accuracy and completeness of project deliverables.
Completion of specifications.	Engagement during specification process; Client may need to produce sample of output files or data from legacy system(s) to be integrated with CS STARS software.
Test environment established	ASP Installations will include a test environment provided by CS STARS.
Transfer of deliverables from test to production environment.	Commitment to structured user acceptance testing and signoff on deliverables at the conclusion of User Acceptance Testing (UAT). Please note that Client UAT is generally required within 2 weeks from Client's receipt of a deliverable from CS STARS. A deliverable will be deemed accepted if no feedback is received by CS STARS within thirty (30) days of delivery to Client.
Major Milestone	Client Contributions

Training	Successful training requires a complete audience of stakeholders and end users. If training is to be held at Client's facility, Client will be responsible for securing a training location/room, requesting staff participation, scheduling, etc.

Decisions Needed
Throughout the project, the CS STARS team will need Client to make choices about the implementation of the STARS™ software. Decisions vary by project, but in general, they follow the nature of the decisions outlined in the table below. Also included in this table is the nature of the information to be provided by Client and a rough estimate of the timeframe.

Decisions and Actions Needed	Information Needed	Timeframe
System specifications	Decisions regarding screen designs, security setup and other system specifications such as custom solutions or custom reports.	Beginning of project
Validation of data conversion deliverables	Approval and signoff is needed on data mappings and prior to final load of conversion into the system.	Middle of project.
Decisions regarding third-party deliverables	Decisions may be required if third-party data/information is late, incomplete or missing.	Middle of project
Signoff on deliverables	Project sponsor required to sign off on all incremental deliverables and final implementation within ten (10) business days of Client's receipt of any deliverable.	Middle of project and End of project.

Change Deadlines
Research shows that for every month a project progresses there is a 1 – 2% increase in the scope of the project. This is evident even in controlled conditions (i.e. project management). Further, as the project progresses, the cost of change increases substantially – change becomes more expensive and time-consuming. With this in mind, CS STARS recommends placing a limit on change requests through change deadlines. Please note that change deadlines are *recommendations* to maintain the project schedule. Mutually acceptable changes to this Statement of Work will be outlined in a written amendment to the Statement of Work and may result in additional cost to Client.

Change control procedures consist of:

- Problem Identification (Client)
- Impact Estimation (CS STARS)
- Signoff of change control documentation (Client)
- Change Initiation (CS STARS)
- Change Validation (Client)
- Approvals and Acceptance (Client)

The CS STARS project manager works with Client to define what constitutes a minor change, a change to existing scope or a change outside scope. Changes allowed will be based on the agreed upon project timeline and will adhere to the below basic guidelines for all CS STARS projects.

Change Type	Recommended Deadline
Minor changes	Permitted up to month prior to "go live"
Changes to existing project scope	Permitted up to the mid point of implementation
Changes outside project scope	Permitted up to the first quarter point of implementation

Agreed to by **Nassau County**

Signature: _____

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 11/2/09

Agreed to by **CS STARS LLC**

Signature: _____

Name: KEITH BROWN

Title: ACCOUNT EXEC

Date: 7/23/09

STATE OF NORTH CAROLINA }
}
COUNTY OF MECKLENBURG } ss.:
}

Maryann Dark, a Notary Public for said County and State, do hereby certify that Keith Brown personally known to me to be the Account Executive for CS Stars, LLC, the company described in the within instrument, personally appeared before me this day and acknowledged that he executed the within instrument as the act of the said CS STARS,LLC in accordance with authority duly conferred upon him by said Company.

Witness my hand and official seal, this the 23rd day of July, 2009.

(Official Seal)

Maryann Dark
Notary Public

My commission expires on March 29, 2014

Custom Solutions Appendix

Summary of the Custom Solutions Process

After the project kickoff meeting, Client will work with CS STARS to develop a Custom Solutions Scope Document. This document will provide a high level overview of user requirements for the custom solution based on initial assumptions provided in the quote process. Client involvement is required to discuss the scope of the solution and to provide any necessary sample files or technical documentation. Client is also required to sign off on Scope document to move forward with the Custom Solutions process.

Once the Scope document is completed by CS STARS and Client, CS STARS will develop Functional Specifications that will further outline the how the end user will interact with the solution and how the solution will interact with other points of interface. Client will need to promptly review the Functional Specifications and confirm its understanding by signature.

After Client review of the Functional Specifications, the solution will go through the development and quality assurance processes, which include creation of technical specifications, code development, creation of test scripts and quality assurance testing done by CS STARS.

When quality assurance testing is complete, the solution will be delivered to Client for testing. Client will have thirty (30) calendar days to signoff on the solution or to provide CS STARS with a list of nonconformities that need to be addressed prior to signoff. In the event that CS STARS does not receive Client's signoff or a list of nonconformities from Client within thirty (30) calendar days, the custom solution will be deemed approved by Client

Please note that change request documentation may be required for changes to the original scope of the custom solution and could result in delayed delivery of the Services and/or additional fees. Please also note that the typically anticipated time to review the solution is ten (10) business days. In the event that such review by Client is longer than ten (10) business days, CS STARS may have to revise any project schedule or plan associated with this Statement of Work.

Schedule of Solutions and Assumptions Documentation

Custom Plug-In #1

Custom Solution Name	ProLaw Interface
Description	ProLaw Interface with STARS to import/export up to 25 fields of public domain litigation information to/from STARS.
Assumptions	The following assumptions apply to the ProLaw/STARS interface: *This custom solution shall require GPG encryption for the import and the export. * This custom solution shall retrieve the import file from a pre defined FTP server location * This custom solution shall export the file to a pre defined location * This custom solution shall have an option to initiate both the import and export process * This custom solution will import/export 25 elements * This custom solution will run on a scheduled process via a JobServer * This custom solution will update the claim information on import * The import/export file format is unknown at this time. * This custom solution will not require an exception navigator and will write errors to

	a log file. * This custom solution shall send a notification to pre defined users on the schedule import complete. * This custom solution shall send a notification to pre defined users on the schedule export complete. * This custom solution shall write an error message to a log file if it is unable to connect to the FTP site. * This custom solution shall write an error message to a log file it is unable to navigate to the specified directory to retrieve the import file. * This custom solution shall write an error message to the log file if the import file is not found.
	* This custom solution shall write an error message to the log file if the file format/layout is invalid

Custom Plug-In #2

Custom Solution Name	Custom configure SDIE Import - Vehicle/Driver Asset File Import
Description	Custom configure SDIE import - vehicle/driver asset file Import from AssetWorks application
Assumptions	The following assumptions apply to the AssetWorks/STARS interface: * This custom solution shall utilize the standard HR Import and SDIE * This custom solution shall be developed for STARS Enterprise v.3 * This custom solution shall integrate with the STARS ASP environment. * This custom solution shall only include the customization of the client's layout and table for the standard HR Import but no other custom changes to the Import tool * This custom import shall load into a custom table for Assets * Coded fields shall be predefined for table construction purposes * This custom solution shall not include FTP, encryption or any scheduling needs * This client shall utilize a table based lookup * This custom solution may require changes to the standard processing rules

Initialed: Client _____ CS STARS KTB

Work Order Appendix

A work order may be completed for all Client-requested additional Services not included in this Statement of Work that will erode the Client Support Hours. CS STARS will provide Client an initial "ballpark" estimate of the Client Support Hours required to complete the additional Services.

Sample Work Order Form

CS STARS Work Order

Client Name:

Project Name:

Project Description:

Project Requested by:

Client Desired Timeline for Completion:

Additional Project Details:

CS STARS Estimated Project timeline:

CS STARS Estimated Project hours:

Initialed: Client _____ CS STARS KTB

Financial Appendix

Main Client Business Contact Information

Business Contact Name	
Business Contact Title	
Business Contact Address	
Business Contact Phone	
Business Contact Fax	
Business Contact Email Address	

Client Billing Information

Billing Contact Name	
Billing Contact Title	
Billing Contact Address	
Billing Contact Phone	
Billing Contact Fax	
Billing Contact Email Address	
Client Tax Jurisdiction*	
Billing Currency	
Preferred Invoicing Method	Mail or Email

*If Client has a tax exempt status, please attach tax exempt form to this appendix. For European clients, please indicate VAT or No VAT in this section as well.

Payment Remission Details

CS STARS Lockbox for Payments	Overnight Courier Address	ACH Wire Instructions
CS STARS LLC P.O. Box 201739 Dallas, TX 75320-1739	Regulus Attn: 201739 CS Stars 1500 Dragon Street, Suite A Dallas, TX 75207	Bank: Wells Fargo Bank Dallas, TX ABA: 121000248 Account No: 4121269922

Initialed: Client _____ CS STARS KTB

First Amendment to Statement of Work # 2

This FIRST AMENDMENT TO STATEMENT OF WORK #2 ("*Amendment*") effective November 2, 2009 (the "*Amendment Effective Date*") is entered into between CS STARS LLC ("*CS STARS*") and Nassau County ("*Client*"). This Amendment amends the Statement of Work #2 ("*SOW #2*") made between the parties pursuant to the SOFTWARE LICENSE AND SERVICES AGREEMENT entered into by the parties as of November 2, 2009 (the "*Agreement*"). This Amendment is subject to the terms and conditions of the Agreement.

I. AMENDMENT.

The parties agree to amend SOW #2 as set forth below.

1.1 **Compensation. Section H. Pricing and Invoice Schedule** of SOW #2 shall be amended by deleting the pricing and payment table in its entirety and replacing it with the following:

Deliverable	Fees	Payment Schedule
Year 1 Fees	$51,766	**Billed quarterly, at the end of the quarter, beginning on March 31, 2010.**
Year 2 Fees	$51,766	**Billed quarterly, at the end of the quarter, beginning on March 31, 2011.**
Year 3 Fees	$51,766	**Billed quarterly, at the end of the quarter, beginning on March 31, 2012.**

II. MISCELLANEOUS.

2.1 **No Modification.** Except as expressly modified in this Amendment, SOW #2 remains unchanged and in full force and effect; provided, however, that in the event of a conflict between SOW #2 and this Amendment, the terms of this Amendment shall be controlling.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment, or have caused this Amendment to be duly executed on their behalf, as of the Amendment Effective Date.

Agreed to:	*Agreed to:*
CS STARS LLC	**Nassau County**
By _____	By _____
Authorized Signature	Authorized Signature
Name (type or print): KEITH BROWN	Name (type or print): John Brooks
Title: SENIOR SALES EXECUTIVE	Title: Risk Management, Director
Dates: NOVEMBER 2, 2009	Date: November 2nd, 2009
Address: 100 N TRYON, STE 3200 CHARLOTTE NC 28202	Address: 1 West ST Mineola, NY 11501
Fax:	

Please return a copy of this Amendment to the persons shown above.

REQUEST FOR TAX PAYER IDENTIFICATION NUMBER AND CERTIFICATION

Document Type: Initial Entry [X] Revision [ ]

VENDOR/PAYEE ID: 20-2036689 SUFFIX: __

VENDOR/PAYEE NAME: CS STARS LLC

REMIT TO ADDRESS: 500 West Monroe, Suite 3900

CITY: Chicago STATE: IL ZIP: 60661

Please answer the four questions below and sign at bottom. Incomplete forms will delay payment.

A. The vendor/payee ID number provided above is: Federal ID# [X] Social Security # [ ]

B. Is vendor/payee incorporated: Yes [X] No [ ]

C. Is a medical or legal service ever provided by vendor: Yes [ ] No[X]

D. Is vendor/payee an employee of Nassau County: Yes [ ] No [X]

Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.
Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on you tax return. For real estate transactions, item (2) does not apply. *The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.*

Please Sign Here _____
Print Name Here Keith T. Brown Date 12/15/2008
Title Account Executive Email Address kbrown@csstars.com Phone # 704 374 8378 Fax #

Official Use Only

Form Submitted By: _____ (Name)
_____ (NC Department)

TYPE: Y or E or R ADMIN ST: P IND: R FTAX/SSN IND: F or S RESTRD: N 1099 REPORT: Y or N

Nassau County Comptroller- Vendor Claims Section
240 Old Country Road
Mineola, NY 11501

FORM#700-W9

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above
CS Stars LLC

Check appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership
☐ Limited liability company. Enter tax classification (D=disregarded entity, C=corporation, P=partnership) ▶
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
500 W. Monroe St., Suite 3900

Requester's name and address (optional)

City, state, and ZIP code
Chicago, IL 60661

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | |

or

Employer identification number
20 | 2036089

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | Signature of U.S. person ▶ [signature] | Date ▶ 1/3/08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Risk Management Information System						
Scoring Instructions: This sheet will compute the proposers scores via the alloted percentages in the RFP.	Evaluators: John Brooks, Bob Birbiglia, Eric Milgrim, Peter Reinharz, Bruce Mathis					
RMIS RFP Summary Scoring Sheet	CS Stars	Inform Applications				Scorer's Comments
Contract Requirements and Proposed Solution 25%	16.25	17				
Vendor Profile: Organization, Capacity, Staffing, Resumes 20%	20	20				
Related Experience 25%	25	25				
Cost of Overall Project 30%	30	10				
Totals:	91.25	72				

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.

(q) This Agreement takes precedence over any conflicting statement or provision in any Statement of Work and any other document furnished by Licensor. This Agreement, including all Exhibits hereto, is the complete statement of the agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior oral and written agreements with respect to the subject matter hereof.

(r) This Agreement may be executed in counterparts, each of which will be deemed an original but all of which together shall constitute one and the same Agreement.

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

CS STARS LLC

By: _____
(Authorized Representative)

Name: KEITH BROWN

Title: ACCOUNT EXEC

Date: 7/23/09

Nassau County

By: _____
(Authorized Representative)

Name: Thomas W. Stokes

Title: Deputy County Executive

Date: 11/2/09

STATE OF NORTH CAROLINA, }
}
COUNTY OF MECKLENBURG } ss.:
}

Maryann Dark, a Notary Public for said County and State, do hereby certify that Keith Brown personally known to me to be the Account Executive for CS Stars, LLC, the company described in the within instrument, personally appeared before me this day and acknowledged that he executed the within instrument as the act of the said CS STARS,LLC in accordance with authority duly conferred upon him by said Company.

Witness my hand and official seal, this the 23rd day of July, 2009.

(Official Seal)

Maryann Dark
Notary Public

My commission expires on March 29, 2014

CS STARS

AMENDMENT NO. 1 TO SOFTWARE LICENSE AND SERVICES AGREEMENT

This **FIRST AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT** ("***Amendment***") is entered into as of February 14, 2011 (the "***Effective Date***") between CS STARS LLC ("***CS STARS***") and Nassau County ("***Client***") to amend the **SOFTWARE LICENSE AND SERVICES AGREEMENT** entered into by the parties effective as of November 2, 2009 (the "***Agreement***").

The parties, in consideration of the mutual covenants and agreements stated herein, and other good, valuable and legally sufficient consideration as set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. Amendment.

The parties agree to amend the Agreement as follows:

1.1 Exhibits. Exhibit A: Statements of Work shall be amended as follows:

(a) The parties mutually agree to **Deliverables. Section 1C** ***(i.e.. 1. E. Customer Programming*** of SOW # 1 shall be amended to remove the following deleted Deliverables:

Deliverable	Description	What's included in this Deliverable
ProLaw Interface	A set of standards for connecting and transferring data between CS STARS and ProLaw	The 30 service hours to complete this project are being transferred to SOW #3

(b) The attached **Statement of Work #3** shall be incorporated into and made a part of Exhibit A of the Agreement, effective as of February 1, 2011.

II. Miscellaneous.

2.1 No Modification. Except as expressly modified in this Amendment, the Agreement remains unchanged and in full force and effect. All other provisions of the Agreement will remain in full force and effect; provided, however, that in the event of conflict between the Agreement and this Amendment, the terms of this Amendment shall be controlling.

CS STARS

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment, or have caused this Amendment to be duly executed on their behalf, as of the Effective Date.

Agreed to:	*Agreed to:*
CS STARS LLC	**NASSAU COUNTY**
By Harriet Vasiloplos	By
Authorized Signature	Authorized Signature
Name (type or print): Harriet Vasiloplos	Name (type or print):
Title: SVP	Title:
Dates: 4/13/11	Date:
Address: 1166 Ave of Americas NY NY 10036	Address:
Fax:	

Please return a copy of this Amendment to the persons shown above.

CS STARS

Exhibit A:

CS STARS Statement of Work #3 for Nassau County

Harriet Vasilopoulos

CS STARS LLC

1166 Avenue of the Americas

NY NY 10036

Phone: 212-948-2278

Email: hvasilopoulos@csstars.com

February 3, 2011

Version 1

CS STARS

Table of Contents

Statement of Work #3 for STARS™ Software

This Statement of Work # 3 ("Statement of Work") describes services to be performed by CS STARS LLC ("CS STARS") for Nassau County ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services entered into by the parties on November 2, 2009 (the "Agreement").

This Statement of Work is effective on February 14, 2011 (the "SOW # 3 Effective Date") and will remain in effect through September 30, 2011, unless terminated sooner in accordance with the Agreement.

Any capitalized terms not defined in this Statement of Work shall have the same definitions as set forth in the Agreement.

1. **Project Scope and Deliverables:** Describes the initial work to be performed by STARS under this Statement of Work
2. **Price and Payment Schedule:** Cost breakout for project products and ongoing services
3. **Statement of Work Approval**

1. Project Scope and Deliverables

The following describes the services included for the ongoing maintenance of this account.

CS STARS will license the following software to Client in accordance the terms and conditions of the Agreement:

A. Custom Programming

Deliverable	Description	What's Included in this Deliverable
ProLaw	A set of standards for connecting and transferring data between CS STARS and ProLaw	• Functionality included will be set forth in the Custom Solutions appendix. • Scope Document • Functional Specifications • Development • Quality Assurance • 25 fields for ProLaw interface • 30 service hours to complete this project have been transferred from SOW #1 to this SOW #3

2. Pricing and Invoice Schedule

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable.

Deliverable	Fees	Payment Schedule
Year 1 Fees	See Payment Schedule Comments	30 service hours are transferred from SOW#1 to this SOW #3

3. Statement of Work Approval

This offer will expire on February 13, 2011.

IN WITNESS WHEREOF, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #3 Effective Date.

Nassau County	CS STARS LLC
Name	Name [CS STARS Name]
Signature	Signature
Deputy County Executive/Finance	SVP
Title	Title
4/13/11	4/13/11
Date	Date

E-43-14

Contract ID#: CFIT09000004

Department: Risk Management

Contract Details

SERVICE: Risk Management Information System.

NIFS ID #: CL801400002 NIFS Entry Date:

Term: 11/2/2009 –5/1/2014

New ☐ Renewal	☐
Amendment	☒
Time Extension	☒
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name CS Stars, LLC	Vendor ID# 202036689-01
Address 540 West Madison Street, Suite 1200 Chicago, IL 60661	Contact Person Amadou Diop Phone 404-995-3534

County Department	
Department Contact Roseann D'Alleva	
Address 1 West Street, Mineola, NY	
Phone (516) 571-0525	

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appv'd/Fwd	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	1/23/14		
	OMB	NIFS Approval (Contractor Registered) ☑	1/23/14		Yes ☑ No ☐ Not required if blanket resolution
1/28/14	County Attorney	CA RE & Insurance Verification ☑	1/28/14		
	County Attorney	CA Approval as to form ☐			Yes ☒ No ☐
	Legislative Affairs	Fw'd Original Contract to CA ☐	2/5/14		
	County Attorney	NIFS Approval ☐	2/12/2014		
	Comptroller	NIFS Approval ☑	3/00/14		
	County Executive	Notarization Filed with Clerk of the Leg.	2/5/14		

PR5254 (1/06)

Contract ID#: CFIT09000004

Department: Risk Management

Contract Summary

Description: Third Party Administration for Workers' Compensation – Contract Amendment
Purpose: Risk Management Information System.
Method of Procurement: Competitive bid.
Procurement History: Vendor was selected from two submitted proposals due to their expertise and lower cost. A contract was executed in November, 2009 with a term of 45 months.
Description of General Provisions: System Configuration; Custom Development; Post production support
Impact on Funding / Price Analysis: The original contract was funded for a forty-five month term which included 36 months of Post Production Support Services at $51,766.00 per year. This amendment extends the Support Services an additional nine (9) months at a cost of $38,824.50
Change in Contract from Prior Procurement: The maximum value of the contract will increase from $360,583.00 to $399,407.50.
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	$38,824.50
Federal	$
State	$
Capital	$
Other	$
TOTAL	$38,824.50

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500/DE500	$38,824.50
2		$
3		$
4	1/29/14	$
5		$
6		$
	TOTAL	$38,824.50

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name
Name	Name	Date 2/5/14
Date 3/21/11	Date 3/20/14	(For Office Use Only) E #:

PR5254 (1/06)

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND CS STARS LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with CS Stars LLC in relation to certain services in connection with the Risk Management Information System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

E-43-14

RULES RESOLUTION NO. 39 – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND CS STARS LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 3-10-14
VOTING:
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with CS Stars LLC in relation to certain services in connection with the Risk Management Information System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with CS Stars 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: CS Stars LLC

CONTRACTOR ADDRESS: 540 West Madison Street, Suite 1200, Chicago, Illinois 60661

FEDERAL TAX ID #: 202036689

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

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

II. ☐ The contractor was selected pursuant to a Request for Proposals.
The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by_____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____[#] proposals were received and evaluated. The evaluation committee consisted of:_____
_____
_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

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

The contract was originally executed by Nassau County on November 2, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was posted, to which 2 vendors expressed interest and both submitted proposals with sealed price bids. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer (CS Stars LLC) was selected. 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. The Legal Aid Society is a sole provider in Nassau County of mandated legal services to indigents by staff employees. The County also contracts with 18-b panel to handle over-flow and conflict cases. Please see routing slip.

☐ B. Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.

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

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

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

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

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

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

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

Rosemary Allen

Department Head Signature

1/31/14

Date

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

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

CS STARS LLC is a subsidiary of Marsh USA, Inc. and an indirect, wholly-owned subsidiary of Marsh & McLennan Companies ("MMC"). Below is a list of MMC's directors and officers disclosed by MMC in its 2012 Annual Report to the SEC.

BOARD OF DIRECTORS AND EXECUTIVE OFFICERS

BOARD OF DIRECTORS

ZACHARY W. CARTER
Partner, Dorsey & Whitney LLP

OSCAR FANJUL
Vice Chairman, Omega Capital
Former Chairman and
Chief Executive Officer, Repsol

DANIEL S. GLASER
President and Chief Executive Officer,
Marsh & McLennan Companies

H. EDWARD HANWAY
Former Chairman and Chief Executive Officer,
CIGNA Corporation

LORD LANG OF MONKTON
Independent Chairman,
Marsh & McLennan Companies
Former Member of British Parliament
Former British Secretary of State for
Trade and Industry

ELAINE LA ROCHE
Senior Advisor,
China International Capital Corporation US
Former Chief Executive Officer,
China International Capital
Corporation, Beijing

STEVEN A. MILLS
Senior Vice President and Group Executive,
Software & Systems,
International Business Machines
Corporation (IBM)

BRUCE P. NOLOP
Former Chief Financial Officer,
E*Trade Financial Corporation

MARC D. OKEN
Managing Partner,
Fairfaxias Capital Partners
Former Chief Financial Officer,
Bank of America Corporation

MORTON O. SCHAPIRO
President, Northwestern University

ADELE SIMMONS
Vice Chair, Metropolis Strategies
President, Global Philanthropy Partnership

LLOYD M. YATES
Executive Vice President,
Customer Operations – Duke Energy

R. DAVID YOST
Former President and Chief Executive Officer,
AmerisourceBergen Corporation

COMMITTEES OF THE BOARD

AUDIT
Marc D. Oken, *Chair*
Zachary W. Carter
Elaine La Roche
Bruce P. Nolop
Lloyd M. Yates

COMPENSATION
H. Edward Hanway, *Chair*
Oscar Fanjul
Lord Lang
Steven A. Mills
Morton O. Schapiro
R. David Yost

COMPLIANCE AND RISK
Zachary W. Carter, *Chair*
Elaine La Roche
Bruce P. Nolop
Lloyd M. Yates

CORPORATE RESPONSIBILITY
Adele Simmons, *Chair*
Bruce P. Nolop
Lloyd M. Yates
R. David Yost

DIRECTORS AND GOVERNANCE
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Lord Lang
Steven A. Mills
Adele Simmons

EXECUTIVE
Lord Lang, *Chair*
Zachary W. Carter
Oscar Fanjul
Daniel S. Glaser
H. Edward Hanway
Marc D. Oken
Morton O. Schapiro

FINANCE
Oscar Fanjul, *Chair*
Daniel S. Glaser
H. Edward Hanway
Lord Lang
Bruce P. Nolop
Marc D. Oken

EXECUTIVE OFFICERS

PETER J. BESHAR
Executive Vice President and General Counsel,
Marsh & McLennan Companies

J. MICHAEL BISCHOFF
Chief Financial Officer,
Marsh & McLennan Companies

JOHN P. ORZIK
President and Chief Executive Officer,
Oliver Wyman Group

E. SCOTT GILBERT
Senior Vice President and
Chief Risk & Compliance Officer,
Marsh & McLennan Companies

DANIEL S. GLASER
President and Chief Executive Officer,
Marsh & McLennan Companies

LAURIE LEDFORD
Senior Vice President and
Chief Human Resources Officer,
Marsh & McLennan Companies

ALEX MOCZARSKI
President and Chief Executive Officer,
Guy Carpenter

DAVID A. NADLER
Vice Chairman, Office of the CEO,
Marsh & McLennan Companies

JULIO A. PORTALATIN
President and Chief Executive Officer,
Mercer

PETER ZAFFINO
President and Chief Executive Officer,
Marsh

AMENDMENT NO. 3

AMENDMENT, (together with any appendices or exhibits attached hereto, this "Amendment"), dated as of the date that this Amendment is executed by Nassau County and effective as of August 1, 2013 (the "Effective Date"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), and (ii) CS STARS LLC, a corporation with an office located at 540 West Madison Street, Suite 1200, Chicago, Illinois 60661 (the "Contractor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CFIT09000004 between the County and the Contractor, executed on behalf of the County on November 2, 2009, as amended by amendment one (1), County contract amendment number CLBU12000002, executed on behalf of the County on February 14, 2011, and as amended by amendment two (2), County contract amendment number CLBU12000003 executed on behalf of the County on September 30, 2011, (the "Original Agreement"), the Contractor performs certain services for the County in connection with the Risk Management Information System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 2, 2009 through August 1, 2013, subject to sooner termination as provided for in the Original Agreement (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 Thousand Five Hundred Eighty-three Dollars ($360,583.00) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Term and increase the Maximum Amount of the Original Agreement in order to continue maintenance and support services.

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

1. Term Extension. The Original Term shall be extended for nine (9) months, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 1, 2014.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Thirty-eight Thousand Eight Hundred Twenty-four Dollars and Fifty Cents ($38,824.50) for the payment of the continuation of maintenance and support services, payable in the same manner as the maintenance and support services were paid under the Original Agreement, so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement

shall be Three Hundred Ninety-nine Thousand Four Hundred Seven Dollars and Fifty Cents ($399,407.50) (the "Amended Maximum Amount").

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

[Remainder of Page Intentionally Left Blank.]

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

CS STARS LLC

By: _____
Name: CHRIS OOPY
Title: CFO
Date: 1/10/2014

NASSAU COUNTY

By: _____
Name: Timothy Sullivan
Title: County Executive
☒ Deputy County Executive of Finance
Date: 4/8/14

PLEASE EXECUTE IN BLUE INK

STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

On the 10 day of JANUARY in the year 2014 before me personally came CHRIS DAVY to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of COOK; that he or she is the CFO of MARSH, 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

"OFFICIAL SEAL"
Carmen B Shaw
Notary Public, State of Illinois
My Commission Expires 9/3/2014

Carmen Shaw 1/10/14
CARMEN SHAW

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

On the 8 day of April in the year 2014 before me personally came Timothy Sullivan 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. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

Contract ID#: CFIT09000004

Department: Risk Management

E-254-14

Contract Details

SERVICE: Service Contract for Risk Management System

NIFS ID #: CL80140000006 NIFS Entry Date:

Term: 11/2/2009 – 5/1/2017

New ☐ Renewal	☒
Amendment	☐
Time Extension	☐
Addl. Funds	☐
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agreement § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☒	No ☐

Agency Information

Vendor	
Name CS Stars LLC	Vendor ID# 202036689-01
Address 540 West Madison Street, Suite 1200 Chicago, IL 60661	Contact Person Amadou Diop
	Phone 404-995-3534

County Department
Department Contact Roseann D'Alleva
Address 1 West Street, Mineola, NY
Phone (516) 571-0525

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE Appr'd	SIGNATURE	Legal Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) ☐ Contractor Registered ☐	10/10/14	Ryan Stott	
	OMB	NIFS Approval (Contractor Registered) ☐		Roseann D'Alleva	Yes ☐ No ☐ Not required if blanket resolution
10/14/14	County Attorney	CA RE & Insurance Verification ☐	10/20/14	J. Quatz	
	County Attorney	CA Approval as to form ☐	10/22/2014	[illegible]	Yes ☐ No ☒
	Legislative Affairs	Fw'd Original Contract to CA ☐	11/18/14	Gregory A. May	
	County Attorney	NIFS Approval ☐	12/9/2014	[illegible]	
	Comptroller	NIFS Approval ☐		[illegible]	
	County Executive	Notarization Filed with Clerk of the Leg. ☐	10/27/14	[illegible]	

PR5254 (1/06)

Contract ID#: CFIT09000004

Department: Risk Management

Contract Summary

Description: Service Contract for Risk Management Information System

Purpose:
Maintain the County's Risk Management Information System.

Method of Procurement:
Competitive bid.

Procurement History:
Vendor was selected from two submitted proposals due to their expertise and lower cost. A contract was executed in November, 2009 with a term of forty-five (45) months.

Description of General Provisions:

System configuration, custom development, on-going post-deployment support services.

Impact on Funding / Price Analysis:
The original contract was funded for a forty-five month (45) term, which included thirty-six (36) months of post-deployment support services at $51,766.00 per year. This original expiry date was extended an additional nine (9) months at a cost of $38,824.50. This agreement will extend the agreement for an additional three years at $59,566.00 per year.

Change in Contract from Prior Procurement: $399,402.50 $578,105.50 (1.55)
The maximum value of the contract will increase from ~~$6,387,600.00~~ to ~~$6,566,298.00~~

Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1500
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract ☐	XXXXXXX
County	~~$178,698.00~~ $9,526
Federal	$
State	$
Capital	$
Other	$
TOTAL	~~$178,698.00~~ $9,526

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1500/DE500	~~$178,698.00~~ $9,526
2		$
3		$
4		$
5	10/20/14	$
6		$
TOTAL		~~$178,698.00~~ $9,526

RENEWAL	
% Increase	
% Decrease	

Document Prepared By: _____ Date: _____ (OSG)

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: John Crane	Name: Gary Mauriziano	Name:
Date: 1/6/15	Date: 1/8/15	Date: 10/27/14
		(For Office Use Only) E #:

PR5254 (1/06)

E-254-14

RULES RESOLUTION NO. 28 - 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND CS STARS LLC.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on 12-1-14
VOTING
ayes 7 nayes 0 abstained 0 recused 0
Legislators present: 7

WHEREAS, the County has negotiated an amendment to a personal services agreement with CS Stars LLC in relation to certain services in connection with the Risk Management Information System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

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

RULES RESOLUTION NO. – 2014

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND CS STARS LLC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with CS Stars LLC in relation to certain services in connection with the Risk Management Information System, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with CS Stars 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: CS Stars LLC

CONTRACTOR ADDRESS: 540 West Madison Street, Suite 1200, Chicago, Illinois 60661

FEDERAL TAX ID #: 202036689

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

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

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

_____

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

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

The contract was originally executed by Nassau County on November 2, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after an RFP was posted, to which 2 vendors expressed interest and both submitted proposals with sealed price bids. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer (CS Stars LLC) was selected.

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.** The Legal Aid Society is a sole provider in Nassau County of mandated legal services to indigents by staff employees. The County also contracts with 18-b panel to handle over-flow and conflict cases. Please see routing slip.

☐ **B.** Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.

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

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

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

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

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

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

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

Roseann Dellen

Department Head Signature

10/10/14

Date

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

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

CS STARS LLC is a subsidiary of Marsh USA, Inc. and an indirect, wholly-owned subsidiary of Marsh & McLennan Companies ("MMC"). Below is a list of MMC's directors and officers disclosed by MMC in its 2012 Annual Report to the SEC.

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J. MICHAEL BISCHOFF
Chief Financial Officer,
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Marsh & McLennan Companies

JULIO A. PORTALATIN
President and Chief Executive Officer
Mercer

PETER ZAFFINO
President and Chief Executive Officer,
Marsh

AMENDMENT NO. 4

AMENDMENT, (together with any appendices or exhibits attached 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"), and (ii) CS STARS LLC, a corporation with an office located at 540 West Madison Street, Suite 1200, Chicago, Illinois 60661 (the "Contractor" or "Licensor").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CFIT09000004 between the County and the Contractor, executed on behalf of the County on November 2, 2009, as amended by amendment one (1), County contract amendment number CLBU12000002, executed on behalf of the County on February 14, 2011, as amended by amendment two (2), County contract amendment number CLBU12000003 executed on behalf of the County on September 30, 2011, and as amended by amendment three (3), County contract amendment number CLBU14000002 executed on behalf of the County on April 8, 2014 (together, the "Original Agreement"), the Contractor performs certain services for the County in connection with the Risk Management Information System, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from November 2, 2009 through May 1, 2014, subject to sooner termination as provided for in the Original Agreement (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 Ninety-nine Thousand Four Hundred Seven Dollars and Fifty Cents ($399,407.50) (the "Maximum Amount"); and

WHEREAS, the County desires to extend the Original Agreement, amend certain terms and conditions, and increase the Maximum Amount of the Original Agreement in order to update and continue maintenance and support services.

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

1. Term Extension. The Original Agreement shall be extended for three (3) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be May 1, 2017, subject to sooner termination as provided under the Original Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by One Hundred Seventy-eight Thousand Six Hundred Ninety-eight Dollars and no Cents ($178,698.00) (the "Amendment Maximum Amount") for the payment of the continuation of maintenance and support services, payable in accordance with the Statement of Work # 4 attached to this Amendment, 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 Five Hundred Seventy-eight Thousand One hundred five Dollars and Fifty Cents ($578,105.50) (the "Amended Maximum Amount").

3. Partial Encumbrance. The Contractor acknowledges that the County will partially encumber funds to be applied toward the Amendment Maximum Amount throughout the term of this Amended Agreement. The Contractor further acknowledges that the first encumbrance shall be Fifty-nine Thousand Five Hundred Sixty-six Dollars ($59,566.00). Thereafter, the Department shall notify the Contractor of the availability of additional monies, which written notice shall include the amount encumbered. Such notification shall serve as notice to proceed.

4. License Grant and Restrictions. Section 2(d)(ii) of the Original Agreement shall be deleted in its entirety and replaced by the following:

> "(ii) No Service Provider shall have any right to access, display or use the Licensed Technology unless the Service Provider has agreed in writing in advance to be bound by Third-Party Licensee Agreement reasonably acceptable to Licensor."

5. Limitation of Liability. Section 10(b)(ii) of the Original Agreement shall be amended effective May 2, 2014 by replacing "LICENSOR'S BREACH OF SECTION 6" with "LICENSOR'S NEGLIGENCE, INTENTIONAL OR WILLFUL MISCONDUCT, OR VIOLATION OF LAW THAT RESULTS IN ITS BREACH OF SECTION 6."

6. General. Contractor's addresses in Section 14(b) of the Original Agreement shall be deleted in its entirety and replaced by the following:

> "If to Licensor:
> CS STARS LLC
> Attn: President
> 540 West Madison Street
> Chicago, IL 60661
> Facsimile: (312) 627-6172
>
> With a copy to:
> CS STARS LLC
> Attn: Corporate Counsel
> 540 West Madison Street
> Chicago, IL 60661
> Facsimile: (312) 627-6172"

7. Statement of Work; Incorporation. The Schedules and Exhibits hereto shall be incorporated into and made a part of the Amended Agreement. The Statement of Work # 4 attached to this Amendment shall be effective May 2, 2014 and incorporated and made a part of Exhibit A of the Original Agreement.

8. Authority. (a) The undersigned representative of the County hereby represents and warrants that the undersigned is an officer, director or agent of the County with full legal rights, power and authority to sign this Amendment on behalf of the County and to bind the

County with respect to the obligations enforceable against the County in accordance with its terms.

(b) The undersigned representative of the Contractor hereby represents and warrants that the undersigned is an officer, director or agent of the Contractor with full legal rights, power and authority to sign this Amendment on behalf of the Contractor and to bind the Contractor with respect to the obligations enforceable against the Contractor in accordance with its terms.

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

10. 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.

CS STARS LLC

By: _____
Name: Chris Dodd
Title: CFO
Date: 10/6/2014

APPROVED
By [illegible]

NASSAU COUNTY

By: _____
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 12/9/14

PLEASE EXECUTE IN BLUE INK

STATE OF ILLINOIS)
)ss.:
COUNTY OF COOK)

On the 6th day of October in the year 2014 before me personally came CHRIS OODY to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of COOK; that he or she is the CFO of C S STARS 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.

Katherine J Foreit

NOTARY PUBLIC

"OFFICIAL SEAL"
Katherine J Foreit
Notary Public, State of Illinois
My Commission Expires 8/10/2017

IL Notary

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

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

NOTARY PUBLIC

CS STARS

STATEMENT OF WORK #4

FOR NASSAU COUNTY

SEPTEMBER 10, 2014

Statement of Work #4 for STARS Software

This Statement of Work # #4 ("Statement of Work") describes services to be performed by CS STARS LLC ("CS STARS") for Nassau County ("Client"). This Statement of Work is subject to all the terms and conditions of the Software License and Services Agreement (Contract #CFIT09000004) entered into by the parties on November 2, 2009 (as amended, the "Agreement").

This Statement of Work is effective on May 2, 2014 (the "SOW # 4 Effective Date") and will remain in effect through May 1, 2017, unless terminated sooner in accordance with the Agreement.

Any capitalized terms not defined in this Statement of Work shall have the same definitions as set forth in the Agreement.

1. **Maintenance Services and Support**: Ongoing software maintenance and related support
2. **Price and Payment Schedule**: Cost breakout for project products and ongoing services
3. **Statement of Work Approval**
4. **Appendices and Additional Approvals**: Additional details that apply to information contained in this Statement of Work

1.Maintenance Services and Support

The following describes the services included for the ongoing maintenance of this account.

CS STARS will license the following software to Client in accordance the terms and conditions of the Agreement:

A. Software Product Licenses and Maintenance

Core Software Deliverables	Description
STARS™ Enterprise Claims and Risk	• 5 named User licenses • 20 lite User licenses • STARS™ Enterprise Edition
Upgrades	• Any Upgrades to the STARS™ Software for the Edition licensed under the Agreement that are generally released during the term of this Statement of Work.

B. Advanced Features and Universal Solutions

This section provides details about advanced system features included in this Statement of Work.

Deliverable	Description
Maintenance of Advanced Features and Universal Solutions	Maintenance services related to Advanced Features and Universal Solutions included in attached Project Scope and Deliverables section will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.
Universal Solutions Used: HR Import	Maintenance services related to Universal Solutions will be applied against the Client Support Hours. If set Client Support Hours are depleted, additional Client Support Hours will be charged as incurred.

C. Technical Services

Deliverable	Description	What's Included in this Deliverable
ASP Setup	Client Data will be hosted on CS STARS's servers during the term of this Statement of Work.	• 5 gigabytes for storage of data and file attachments. • Additional storage can be purchased at a rate of $1000 per gigabyte of storage. • Standard Audit/Monitoring feature is not enabled in STARS™. • Client requested Data Recovery Services can be purchased at $250 per hour. • Client is responsible for allowing appropriate firewall access to STARS™ ASP environment.

Installation, maintenance, tuning, administration or enhancement of Client system environment, networks, servers, or other equipment is not included this Statement of Work.

Client is responsible for complying with the minimum technical requirements as provided in the Hardware and Software Documentation.

D. Scheduled Data Processing Services

Fees charged by data providers for the transmittal of data to CS STARS are not included in this Statement of Work and shall be payable by Client directly to such data providers.

Standard Data Processing: The CS STARS standard turnaround time for non-daily and non-weekly scheduled claim and transaction data processing is three (3) business days from the time that CS STARS Data Operations Center confirms that incoming data is in the expected data layout, balances to control totals, and passes basic quality checks performed by CS STARS. Data processing will take place during CS STARS's normal business hours. Unless specifically stated otherwise, the Scheduled Data Processing Services deliverable relates only to loading data into the Licensed Software, but not any extracts of such data.

Data Source	Components	Frequency	Data Processing Details
Triad	☒ Claims ☐ Transactions ☐ Notes/Comments ☐ Diaries/Tasks ☐ Contacts / Vendors ☐ OSHA Data ☐ Policy Data ☐ Location Data ☐ Values Data ☐ Other:	☐ Annually ☐ Semi-Annually ☐ Quarterly ☒ Monthly ☐ Bi-Weekly ☐ Weekly ☐ Once Daily ☐ Other:	Standard Data Processing

For additional details regarding Scheduled Data Processing Services, please see Data Conversion and Scheduled Data Processing Services Appendix.

E. Ongoing Training

Travel for ongoing training will be billed as incurred unless included in Ongoing Services and Travel section.

Deliverable	Description	What's Included in this Deliverable
Instructor Led Training	Live instructor led training for groups of Client users.	• 1 days (8 hours maximum per day) of onsite instructor led training for up to 15 colleagues per year at Client's Mineola, NY location or at a CS STARS's training facility. • Configuration of standard training materials

F. Ongoing Services and Travel

Deliverable	What's Included in Deliverable
Client Support, Account Management and Consulting Services	▸ Package of 55 annual Client Support Hours is included in this Statement of Work. Client may pre-purchase additional Client Support Hours packages in advance of the complete erosion of any package at the same rate that Client is charged for such Client Support Hours in the initial package. ▸ Additional Support Hours purchased by Client after all Client Support Hours have been eroded will be billed at $250 per hour. ▸ Support is offered during CS STARS normal business hours. ▸ Customer support, account management and consulting services solely related to maintenance and ongoing use (but not implementation) of the Software described in this Statement of Work. Examples include, but are not limited to, service time spent on: User assistance with features, troubleshooting, testing, issues management, stewardship meetings, account management, report configuration, data reconciliation, changes to existing workflows or system setup; changes to data conversions or changes to reports; technical assistance, creation of events and validations, maintenance of custom reports, status calls, meetings and Documentation.
Work Orders	▸ Work orders may be created by CS STARS and Client for Client-requested additional Services (excluding implementation services) not included in this Statement of Work that will erode Client Support Hours. CS STARS will provide an estimate of the Client Support Hours required for the additional Services. A sample of the information required for a Work Order can be found in the Work Order Appendix to this Statement of Work.
Ongoing Travel	▸ Travel may be required for Services including, but not limited to, training, working meetings, stewardship meetings, project meetings, and technical services required for Upgrades or Installations. ▸ Actual travel costs will be billed as incurred.

2. Pricing and Invoice Schedule

See Financial Appendix for additional billing details. Fees do not include applicable taxes. All fees are subject to U.S. State Sales Tax, where applicable.

Fee Description	Amount	Payment Schedule
Annual Fee	$59,566	• Billed quarterly beginning on May 2, 2014

3. Statement of Work Approval

This offer will expire on September 15, 2014.

IN WITNESS WHEREOF, the undersigned have duly executed this Statement of Work, or have caused this Statement of Work to be duly executed on their behalf as of the SOW #4 Effective Date.

CS STARS LLC	Nassau County
Name	Name
CHRIS OORT	Roseann D'Alleva
Signature	Signature
	Director of Budget
Title	Title
CFO	10/4/14
Date	Date
10/2/2014	Roseann D'Alleva

APPROVED

Data Conversion and Scheduled Data Processing Services Appendix

The following further explains the Data Conversion Services deliverable.

Detail	Important Distinction
Client is responsible for facilitating delivery of Client Data to CS STARS from all data providers, including a layout definition or data dictionary.	All Client Data provided to CS STARS must be encrypted using the NIST/AES or DES standards. CS STARS will provide the public keys and the methods used for encryption. This policy pertains to all Client Data sent electronically or physically to CS STARS. Not all data providers are able to provide all data components for data conversions. Prior to execution of this Statement of Work, Client is responsible for verifying that all of Client's data providers are able to provide such data components. Fees charged by data providers are not included in this Statement of Work and shall be payable by Client directly to the data providers.
Client is responsible for facilitating delivery of control total reports to CS STARS for each data provider.	In the event that control total reports are not available for a data provider, Client must provide written approval of agreement with CS STARS on a method of reconciliation.
Cumulative claims data conversion	A cumulative claims data conversion consists of claim indicative data (name, address, loss date, etc.) and summary financials only and does not include other data elements (adjuster notes, OSHA records, contacts, and/or historical detailed payments / reserve transactions). Historical detailed transactions are only included if the component entitled "Historical transaction data conversion" is selected in the Statement of Work.

Detail	Important Distinction
Historical transaction data conversion	Historical transaction data conversion includes detailed historical payment and reserve transactions only. In the event of an imbalance between claim summary financials and detailed transactions, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client. Fees charged by data providers are not included in this Statement of Work and shall be payable by Client directly to the data providers. Data associated with history of check processing and printing is not included in an historical transaction conversion. Data associated with historical medical bill invoice/line item conversion is not included in an historical transaction conversion.
CS STARS will work with Client to develop data mapping and transformation rules.	CS STARS cannot fabricate data based on the source data or other factors.
CS STARS will develop data conversion program(s) and processes.	CS STARS will only develop data conversion program(s) and processes for data conversion components explicitly listed in the Statement of Work. Additional data conversion components may be added to project scope, but an additional fee will apply and the timeframe of the project may change accordingly. Some information may not be available through the data provider; if the data is available, the data provider may charge Client an additional fee that is not included in this Statement of Work
CS STARS will map/integrate the Client Data received from all data providers into a single repository and match claims between data providers, if needed.	Client may need to provide assistance in claim matching activities. This activity does not include claim matching or data issue resolution associated with a Carrier or TPA takeover of claims from another Carrier or TPA unless that activity is explicitly listed as a deliverable in this Statement of Work.

Detail	Important Distinction
CS STARS will perform three (3) data loads into the STARS™ database: one initial load into the Test STARS™ database, one additional load containing revisions into the Test STARS™ database, and one final load into Production.	Any time spent by CS STARS to create more than the three (3) specified data loads will be charged against the Client Support Hours or, if all Client Support Hours have been eroded, all time spent will be charged to Client at $250 per hour. Within ten (10) business days of the date that CS STARS forwards the mappings to Client, Client shall review/test the mapping(s) and either: (a) inform CS STARS of any necessary revisions to the mappings or (b) sign-off on the mappings by signing the a Data Conversion Mapping Closure document (the "Mapping Closure"). In the event that CS STARS does not receive either a signed copy of the Mapping Closure or Client's requested revisions by such date, the mappings will be deemed approved by Client.
CS STARS will perform the following quality control activities: reconciliation to control total reports provided by data providers; validation of incoming data codes (locations, cause, nature of injury, body part, pay types, etc.); validation of STARS standard business rules; reconciliation of all exceptions produced during loads into the STARS database; completion of unit testing on converted data.	
CS STARS will provide documentation of conversion results.	Conversion result documentation includes the following: • Reconciliation results between control total reports and data conversion reports and documented explanation of discrepancies, if needed • STARS™ Gate reports • STARS™ Update reports

The following further explains the Scheduled Data Processing Services deliverable.

Detail	Important Distinction
Data Processing Components	Not all data providers are able to provide all data components for data processing. Client is responsible for confirming the frequency and data components with its data providers. In addition, if the data is available, the data provider may charge Client an additional fee that is not included in this Statement of Work and shall be payable by Client directly to its data providers. Claim-only data updates do not include detailed payment and reserve transactions. CS STARS builds a single cumulative transaction per financial category (i.e. Medical, Expense, and Indemnity) for each claim to allow for prior valuation or loss development reporting. In the event of an imbalance between claim summary financials and detailed transactions during a detailed transaction update, the claims may be balanced to the transactions or vice versa, dependent on feedback from the data provider and Client.
Ongoing data processing includes the following activities, which are all based on control total reports and Client Data provided by Client and/or its data providers: Ongoing data conversion processing, source data validation, and update of data from Carriers or TPAs into STARS™. Financial reconciliation with control total reports. Minor code changes in conversion routines to address new business needs for Client, i.e., new location is added to structure Resolution of code errors with the Carrier / TPA Resolution of claims that are missing or have been dropped from the Carrier / TPA feed Troubleshooting data related issues with the Carrier / TPA	Takeover claim projects (i.e. one carrier/TPA assumes the claims for another carrier/TPA) require a new Statement of Work or Work Order and will either require an additional fee or erode Client Support Hours. In the event that a takeover is not communicated to the Data Operations Center in advance, time spent to correct data integrity issues will be billed at $250 per hour. Client-requested changes to a data conversion after the data conversion has moved into production are not included in ongoing data processing activities and will be billed at $250 per hour. Changes to the layout of the incoming data feeds that are dictated by the Carrier / TPA requiring additions or changes to data conversion routines Investigation of data quality issues with the data provider and correction of these errors through CS STARS programming efforts will be billed as incurred.

Detail	Important Distinction
Scheduled Daily loads into the STARS™ database	Daily loads are performed once daily during an agreed upon nightly window.
CS STARS will perform scheduled loads into the STARS™ database during an agreed upon time frame.	CS STARS's standard data processing schedule is to perform scheduled non-daily or non-weekly data updates into the STARS™ database during CS STARS's normal business hours (Monday – Friday 8:00 a.m. to 5:00 p.m. CST, except CS STARS holidays) with minimal disruptions. Client is responsible for identifying and communicating an acceptable scheduled update time period. CS STARS is responsible for notifying Client in advance of scheduled updates being performed. Processing outside CS STARS's normal business hours, including weekends and holidays, is available for an additional fee.
Scheduled data processing turnaround time	CS STARS's standard turnaround time for non-daily and non-weekly scheduled data processing is three (3) business days from time of data acceptance at the CS STARS Data Operations Center. Shorter turnaround time may be available for an additional fee. In the event of data issues with the data provider, CS STARS cannot be held to the turnaround time specified in the Statement of Work.
Data Quality Control includes only: reconciliation to control totals provided by Client's data providers; paid financial and claim count trending, including investigation of discrepancies, validation of incoming data codes (locations, cause, nature of injury, body part, pay types, etc.); validation of STARS™ standard business rules; reconciliation of all exceptions produced during loads into the STARS™ database; resolution of claims that are missing and/or have been dropped from the data source, all based on control total reports and Client Data provided by Client and/or its data providers.	Client may be required to provide timely feedback to notification of discrepancies, invalid codes, exception reconciliation techniques, and/or missing/dropped claims in order for CS STARS to meet standard turnaround time.

Initialed: CS STARS _____ Client _____

Work Order Appendix

A work order may be completed for all Client-requested additional Services not included in this Statement of Work that will erode the Client Support Hours. CS STARS will provide Client an initial estimate of the Client Support Hours required to complete the additional Services.

Sample Work Order Form

CS STARS Work Order

Client Name:

Project Name:

Project Description:

Project Requested by:

Client Desired Timeline for Completion:

Additional Project Details:

CS STARS Estimated Project timeline:

CS STARS Estimated Project hours:

Initialed: CS STARS CO **Client** _____

CS STARS

Billing and Payment Details Appendix

Main Client Business Contact Information

Business Contact Name	
Business Contact Title	
Business Contact Address	
Business Contact Phone	
Business Contact Email Address	

Client Billing Information

Billing Contact Name	
Billing Contact Title	
Billing Contact Address	
Billing Contact Phone	
Billing Contact Fax	
Billing Contact Email Address	
Client Tax Jurisdiction*	
Billing Currency	
Preferred Invoicing Method	Email

*If Client has a tax exempt status, please attach tax exempt form to this appendix. For European clients, please indicate VAT or No VAT in this section as well.

Payment Remission Details

Lockbox for Payments	Overnight Courier Address	ACH Wire Instructions
CS STARS LLC P.O. Box 201739 Dallas, TX 75320-1739	Wells Fargo Bank - Regulus Attn: 201739 CS STARS 2975 Regent Blvd Irving, TX 75063	Bank: Wells Fargo Bank Dallas, TX ABA: 121000248 Account No: 4122246440

Initialed: CS STARS CO Client

Contract ID#: CFIT09000004

Department: OMB

Contract Details

SERVICE: Risk Management Information System

NIFS ID #: CABU16000003 NIFS Entry Date: 1/6/16 Term: 11/2/2009 - 5/1/2017

New ☐ Renewal	
Amendment	☐
Time Extension	☐
Addl. Funds	☒
Blanket Resolution RES#	☐

1) Mandated Program:	Yes ☐	No ☐
2) Comptroller Approval Form Attached:	Yes ☐	No ☐
3) CSEA Agmt. § 32 Compliance Attached:	Yes ☐	No ☐
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes ☐	No ☐
5) Insurance Required	Yes ☐	No ☐

Agency Information

Name Marsh ClearSight LLC	Vendor ID# 361436000
Address P.O. Box 201739 Dallas, TX 753201739	Contact Person Amanda Sedlak
	Phone 212-345-3524

Department Contact Roseann D'Alleva
Address 1 West Street, 5th Floor Mineola, New York 11501
Phone (516)571-0525

Routing Slip

	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	☒ ☐	1/6/16	William Cote	
	OMB	NIFS Approval	☑	1/7/16	Arlene Orzel	Yes☐ No☑
	County Attorney	CA RE&I Verification	☐			
	County Attorney	CA Approval as to form	☐			Yes☐ No☐
	LEG Legislative Affairs	Fw'd Original K to CA	☐			
	LEG Rules ☐/ Leg. ☐		☐			
	County Attorney	NIFS Approval	☐			
	County Comptroller	NIFS Approval	☑	1/19/16 1/21/16		
1/5/16	County Executive	Notarization Filed with Clerk of the Leg.	☐ ☐	1/5/16		

PR5254 (8/03)

Contract ID#: CPIT09000004

Department: OMB

Contract Summary

Description: Contract Encumbrance for Risk Management Information System.

Purpose: Maintain the County's Risk Management Information System.

Method of Procurement:
Competitive bid.

Procurement History: Vendor was selected from two submitted proposals due to their expertise and lower cost. A contract was executed in November, 2009 with a term of forty-five (45) months.

Description of General Provisions: System configuration, custom development, on-going post-deployment support services.

Impact on Funding / Price Analysis: $59,566 for four (4) quarters of risk management information system maintenance and support

Change in Contract from Prior Procurement: N/A

Recommendation: Approve as submitted.

Advisement Information

Fund:	GEN
Control:	10
Resp:	1500
Object:	DE
Transaction:	500

% Increase	
% Decrease	

Revenue Contract ☐	
County	$59,566
Federal	$
State	$
Capital	$
Other	$
TOTAL	$59,566

1	BUGEN1500/DE500	$59,566
2		$
3		$
4		$
5		$
6		$
	TOTAL	$59,566

Document Prepared By: William Cote

Date: 1/6/2016

NIFS Certification	Comptroller's 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 1/8/16
Date 1/12/16	Date 1/21/2016	E #: (For Office Use Only)

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Assignment") is made as of the 2nd day of May, 2015 by and between **CS STARS LLC** ("Assignor"), a Delaware Limited Liability Company with an office located at 540 West Madison Street, Suite 1200, Chicago, Illinois 60661, and **Marsh ClearSight LLC**, a Delaware Limited Liability Company with an office located at 540 West Madison Street, Suite 1200, Chicago, Illinois 60661 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor and COUNTY OF NASSAU ("County") entered into a contract on November 2, 2009, contract number CFIT09000004, as amended by amendment one (1), County contract amendment number CLBU12000002, executed on behalf of the County on February 14, 2011, as amended by amendment two (2), County contract amendment number CLBU12000003, executed on behalf of the County on September 30, 2011, as amended by amendment three (3), County contract amendment number CLBU14000002, executed on behalf of the County on April 8, 2014, and as amended by amendment four (4), County contract number CLBU14000006, executed on behalf of the County on December 9, 2014 (collectively, the "Agreement"), for services in connection with the Risk Management Information System, which services are more fully described in the Agreement (the services contemplated by the Agreement, the "Services"); and

WHEREAS, CS STARS LLC, a wholly-owned, direct subsidiary of Marsh LLC, was rebranded by Marsh LLC as Marsh ClearSight LLC; and

WHEREAS, Assignor desires to assign the Agreement to Assignee as more fully provided below.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor does hereby assign all of its right, title and interest in and to the Agreement to Assignee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor on its part to be performed under the Agreement.

3. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements to be performed wholly therein.

[Remainder of Page Intentionally Left Blank.]

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

ASSIGNOR: **CS STARS LLC**

DocuSigned by:
By: Chris Oddy
40954D0469FB4C9...
Name: Chris oddy
Title: CFO

ASSIGNEE: **MARSH CLEARSIGHT LLC**

DocuSigned by:
By: Chris Oddy
40954D0469FB4C9...
Name: Chris oddy
Title: CFO

CONSENTED TO:

COUNTY OF NASSAU

By:

Name:
Title: Department Head
Date:

By:

Name: Richard R. Walker
Title: Chief Deputy County Executive
Date:

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

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

DOREEN R. PENNICA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6170832
Qualified in Nassau County
My Commission Expires July 23, 20__

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

On the _____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

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

On the _____ 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 Nassau; that he or she is the _____ for the County of Nassau, the municipal corporation described herein and which executed the above instrument.

NOTARY PUBLIC

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

On the 1 day of December in the year 2015 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

Doreen R Pennica

DOREEN R. PENNICA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01PE6170832
Qualified in Nassau County
My Commission Expires July 23, 2019

PRINCIPAL QUESTIONNAIRE FORM

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

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

1. Principal Name Marsh ClearSight LLC is 100% owned by Marsh LLC, which itself is 100% owned by Marsh & McLennan Companies, Inc. Director information is included in the December 31, 2014, 10K and the 2015 Proxy Statement for Marsh & McLennan Companies, Inc.
   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

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)

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

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

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

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

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

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

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

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? NO ✓ YES ___ If Yes, provide details for each such instance.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? NO ✓ YES ___ If Yes, provide details for each such instance.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? NO ✓ YES ___ If Yes, provide details for each such instance.

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

   a) Is there any felony charge pending against you? NO ✓ YES ___ If Yes, provide details for each such charge.

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

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

   d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? NO ✓ YES ___ If Yes, provide details for each such conviction.

   e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? NO ✓ YES ___ If Yes, provide details for each such conviction.

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

9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? NO __✓__ YES ___ If Yes, provide details for each such investigation.

10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? NO __✓__ YES ___ If Yes; provide details for each such investigation.

11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? NO __✓__ YES ___ If Yes; provide details for each such instance.

12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? NO __✓__ YES ___ If Yes, provide details for each such year.

CERTIFICATION

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

I, Chris Oddy, 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 25 day of November 2015

Phyllis Zavala
Notary Public

PHYLLIS ZAVALA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2018

North Clearsight LLC
Name of submitting business

Chris Oddy
Print name

Signature

CFO
Title

11 / 25 / 2015
Date

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.

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

Date: 11-24-15

1) Bidder's/Proposer's Legal Name: Marsh ClearSight LLC

2) Address of Place of Business: 540 W. Madison Street, Suite 1200, Chicago, IL 60661

List all other business addresses used within last five years:
1166 Avenue of the Americas, N.Y., N.Y. 10036, 1717 Arch Street, Philadelphia, Pa. 19103
3560 Lenox Road, Atlanta, GA. 30326

3) Mailing Address (if different): _____

Phone: 312-627-6000

Does the business own or rent its facilities? rent

4) Dun and Bradstreet number: 06-155-2600

5) Federal ~~I.D.~~ TIN Number: 36-1436000

6) The bidder/proposer is a (check one): ___ Sole Proprietorship ___ Partnership ___ Corporation ___ Other (Describe) ✓
Limited Liability Company

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

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

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes ✓ No ___ If Yes, provide details. Marsh ClearSight LLC is 100% owned by Marsh, LLC, which itself is 100% owned by Marsh & McLennan Companies, Inc.

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. But, see attached

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. But, see attached

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 See attached

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

Attachments to Business History Form

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

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

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

   i) Date of formation;

   ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner;

   iii) Name, address and position of all officers and directors of the company;

   iv) State of incorporation (if applicable);

   v) The number of employees in the firm;

   vi) Annual revenue of firm;

   vii) Summary of relevant accomplishments

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

B. Indicate number of years in business.

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

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

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

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:

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

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

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

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.

17a) (i) None
a) (ii) None
a) (iii) None

17b) All Marsh & McLennan Companies employees are subject to a standard code of conduct, known internally as the "Greater Good." The Greater Good is available at www.mmc.com.

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

Company _____

Contact Person _____

Address _____

City/State _____

Telephone _____

Fax # _____

E-Mail Address _____

CERTIFICATION

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

I, Chris Oddy, 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 25 day of November 2015

Phyllis Zavala
Notary Public

PHYLLIS ZAVALA
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
October 16, 2018

Name of submitting business: Marsh ClearSight LLC

By: Chris Oddy
Print name

Signature

CFO
Title

11 / 25 / 2015
Date

Nassau County Business History Form - additional disclosures

Response to #12)

In January 2005, MMC and its subsidiary Marsh Inc. entered into a settlement agreement with the New York State Attorney General ("NYAG") and the New York State Insurance Department ("NYSID") to settle a civil complaint relating to Marsh's use of market service agreements with various insurance companies (the "NYAG Lawsuit"). Effective February 11, 2010, MMC and Marsh entered into an Amended and Restated Agreement with NYAG and NYSID, which replaces the January 2005 Settlement Agreement. MMC, Marsh and their subsidiaries and affiliates are evaluating the potential impact, if any, of the changes contained in the Amended and Restated Agreement on their businesses.

Following the filing of the NYAG Lawsuit, private plaintiffs filed civil actions against MMC and its affiliates alleging claims based on allegations that are similar or identical to those alleged in the NYAG Lawsuit. The vast majority of these lawsuits have either been dismissed or settled. In addition, various state regulators and attorneys general initiated investigations and lawsuits relating to the conduct alleged in the NYAG Lawsuit. All of those matters have been resolved.

Marsh has entered into consent orders with the Insurance Departments of several states to resolve questions over alleged insurance law violations. The most common of these relates to surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

Marsh is a national insurance agent and broker and conducts business in all of the 50 states in the U.S. From time to time, Marsh and its subsidiaries are subject to various claims, lawsuits and proceedings including those concerning alleged errors and omissions in connection with the placement of insurance and in rendering consulting services. Marsh believes its reputation for providing quality services and its historic performance over the long term speak for itself. Marsh is committed to serving its clients to the highest professional and ethical standards as demonstrated by its long history as the industry's leader.

For additional information, please see Note 16 to Consolidated Financial Statements in MMC's Form 10-K for the year ended December 31, 2015.

Response to #13)

In January 2005, MMC and its subsidiary Marsh Inc. entered into a settlement agreement with the New York State Attorney General ("NYAG") and the New York State Insurance Department ("NYSID") to settle a civil complaint relating to Marsh's use of market service agreements with various insurance companies (the "NYAG Lawsuit"). Effective February 11, 2010, MMC and Marsh entered into an Amended and Restated Agreement with NYAG and NYSID, which replaces the January 2005 Settlement Agreement. MMC, Marsh and their subsidiaries and affiliates are evaluating the potential impact, if any, of the changes contained in the Amended and Restated Agreement on their businesses.

Following the filing of the NYAG Lawsuit, private plaintiffs filed civil actions against MMC and its affiliates alleging claims based on allegations that are similar or identical to those alleged

in the NYAG Lawsuit. The vast majority of these lawsuits have either been dismissed or settled. In addition, various state regulators and attorneys general initiated investigations and lawsuits relating to the conduct alleged in the NYAG Lawsuit. All of those matters have been resolved.

Marsh has entered into consent orders with the Insurance Departments of several states to resolve questions over alleged insurance law violations. The most common of these relates to surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

Marsh is a national insurance agent and broker and conducts business in all of the 50 states in the U.S. From time to time, Marsh and its subsidiaries are subject to various claims, lawsuits and proceedings including those concerning alleged errors and omissions in connection with the placement of insurance and in rendering consulting services. Marsh believes its reputation for providing quality services and its historic performance over the long term speak for itself. Marsh is committed to serving its clients to the highest professional and ethical standards as demonstrated by its long history as the industry's leader.

For additional information, please see Note 16 to Consolidated Financial Statements in MMC's Form 10-K for the year ended December 31, 2009.

Response to #14c)

In January 2005, Marsh ClearSight LLC's ultimate parent entity, Marsh & McLennan Companies, Inc. ("MMC") and its subsidiary Marsh LLC ("Marsh"), entered into a settlement agreement with the New York State Attorney General ("NYAG") and the New York State Insurance Department ("NYSID") to settle a civil complaint relating to Marsh's use of market service agreements with various insurance companies (the "NYAG Lawsuit"). Effective February 11, 2010, MMC and Marsh entered into an Amended and Restated Agreement with NYAG and NYSID, which replaces the January 2005 Settlement Agreement. MMC, Marsh and their subsidiaries and affiliates are evaluating the potential impact, if any, of the changes contained in the Amended and Restated Agreement on their businesses.

Marsh's Settlement Agreement did not resolve any investigation, proceeding or action commenced by NYAG or NYSID against any former or current employees of Marsh. Following the filing of the NYAG Lawsuit, 12 former Marsh employees pleaded guilty to criminal charges relating to the matters under investigation. Also, in September 2005, eight former Marsh employees were indicted on various counts relating to these same matters. Of those eight defendants, one defendant entered into a guilty plea, two defendants were acquitted on 20 of 21 counts and convicted on the remaining count of restraining trade under the Donnelly Act (N.Y. General Business Law), three defendants were acquitted of all counts against them, and the charges against the remaining two defendants were voluntarily dismissed. In July 2010, the trial court vacated the convictions of the two defendants who were previously convicted; NYAG has appealed that decision. Marsh has no knowledge as to whether state licensing agencies have taken action against any of these former employees.

Response to #15)

Marsh has entered into consent orders with the Insurance Departments of various states to resolve questions over alleged insurance law violations. The most common of these relates to surplus lines filings. In some cases, these consent orders have included monetary fines. Marsh places a very high priority on regulatory compliance and has never experienced the loss or suspension of any insurance license as a result of any disciplinary action.

EPSILON (US) INSURANCE COMPANY

48 South Service Road, Melville, N.Y. 11747

CERTIFICATE OF INSURANCE

****

NAMED INSURED:	Marsh & McLennan Companies, Inc.
ADDITIONAL INSURED:	Marsh ClearSight 1166 Avenue of the Americas New York, NY 10036
INSURER:	Epsilon (US) Insurance Company
POLICY NUMBER:	09301516
POLICY PERIOD:	September 30, 2015 – September 30, 2016
LIMIT OF LIABILITY:	$50,000,000 per claim
TYPE OF INSURANCE:	Professional Liability

****

CERTIFICATE HOLDER:	Marsh & McLennan Companies, Inc. and any of its Subsidiaries 1166 Avenue of the Americas New York, NY 10036

Should the above described policy be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insured, the Insurer, their manager, agents or representatives.

Nisala Weerasooriya

Epsilon (US) Insurance Company

Nisala Weerasooriya
Authorized Representative

Date: October 1, 2015

PLEASE REFER ALL INQUIRIES TO MARSH & MCLENNAN COMPANIES, INC., RISK MANAGEMENT DEPT., 1166 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK 10036

COUNTY OF NASSAU

LOBBYIST REGISTRATION AND DISCLOSURE FORM

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

Not applicable

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

Not applicable

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

Not applicable

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.**

Not applicalbe

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

Not applicable

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

Dated: 11/25/2015

Signed: DocuSigned by: Chris Oddy 40954D0469FB4C9...

Print Name: Chris Oddy

Title: Chief Financial Offier

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.

EXECUTIVE ORDER NO. 2 - 2015

EXECUTIVE ORDER PURSUANT TO SECTION 203 OF THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY TO FURTHER DISCLOSURE BY THOSE DOING BUSINESS WITH NASSAU COUNTY

WHEREAS, pursuant to subdivision 1 of section 203 of the Nassau County Charter, the County Executive is responsible for the administration of all departments, offices and functions of the county government; and

WHEREAS, the County Executive, in furtherance of his duties pursuant to subdivision 1 of section 203, is committed to ensuring transparency and openness with respect to the administration of governmental functions; NOW, THEREFORE BE IT

ORDERED, every lobbyist, as defined on the attached Lobbyist Registration and Disclosure Form (hereinafter "Lobbyist Form"), shall annually file the Lobbyist Form with the County Attorney and with the Clerk of the Nassau County Legislature for each calendar year, provided, however, that the filing of such statement of registration shall not be required of any lobbyist who in any year does not earn or incur an amount in excess of one thousand dollars reportable compensation and expenses for the purposes of lobbying, or is an officer, director, trustee or employee of any public corporation when acting in such official capacity; and it is further

ORDERED, that such filing shall be completed on or before January fifteenth by those persons who have been retained, employed or designated as lobbyists on or before December thirty-first of the previous calendar year who reasonably anticipate that in the coming year they will earn or incur combined reportable compensation and expenses in an amount in excess of one thousand dollars; and for those lobbyists retained, employed or designated after December thirty-first, and those lobbyists who, subsequent to their retainer, employment or designation, reasonably anticipate combined reportable compensation and expenses in excess of such amount, such filing must be completed within fifteen days thereafter; and it is further

ORDERED, that the County Attorney shall forward copies of each Lobbyist Form to the Nassau County Department of Information Technology ("IT"), and that IT shall develop and maintain a lobbyist registration page on that County's website, and make available all such Lobbyist Forms for public inspection on the County's website; and it is further

ORDERED, that upon termination of a lobbyist's retainer, employment or designation, such lobbyist and the client, if any, on whose behalf such service has been rendered shall both give notice to the County Attorney in the electronic filing system within thirty days after the lobbyist ceases the activity that required such lobbyist to file a statement of registration; however, such lobbyist shall nevertheless comply with the reporting requirements as set forth above and the reporting requirements for the last periodic reporting period up to the date such activity has ceased; and it is further

ORDERED, any lobbyist required to file a Lobbying Form as set forth herein who, in any lobbying year, earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars, for the purpose of lobbying, shall file with the County Attorney periodic reports, on forms prescribed by the County Attorney, by the fifteenth day next succeeding the end of the reporting period on which the cumulative total for such lobbying year equaled such sum. Such reporting periods shall be the period from January 1 to March 31, April 1 to May 31, June 1 to August 31 and August 31 to December 31; and it is further

ORDERED, that any lobbyist making a report pursuant to the above paragraph shall thereafter file with the County Attorney, on forms prescribed by the County Attorney, a periodic report for each reporting period that such person earns or incurs combined reportable compensation and expenses in an amount in excess of one thousand dollars for the purposes of lobbying during such reporting period. Such report shall be filed not later than the fifteenth day next succeeding the end of such reporting period and shall include the amounts so earned or

incurred during such reporting period and the cumulative total during the lobbying year; and it is further

ORDERED, that IT shall ensure that the Lobbying Form and the form for periodic reports prescribed by the County Attorney are available on the County website; and it is further

ORDERED, that this Executive Order shall take effect immediately.

Dated: May 15, 2015

EDWARD P. MANGANO
NASSAU COUNTY EXECUTIVE

NASSAU COUNTY REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Authorization is: (CHECK ONE)
☐ New
☐ Change

INSTRUCTIONS: Please complete Section I and sign at the bottom. If you would like to be paid electronically please complete Sections I and II and sign at the bottom.

Mail to: Nassau County Comptroller's Office, Vendor Claims Department, 240 Old Country Road, Mineola, NY 11501
Or Fax to: (516) 571- 2533 or email to comptrollerclaims@nassaucountyny.gov

Section I – Vendor Information

1. Federal ID No. or Social Security No.

3	6	1	4	3	6	0	0	0

2. Vendor Name: ____Marsh ClearSight LLC_____

3. Vendor Remittance Address:
Marsh ClearSight LLC
P.O. Box 201739
Dallas, TX 75320-1739

4. Vendor Contact Person: Amanda Sedlak
5. Vendor Contact Telephone No.: 212-345-3524
6. Vendor E-Mail Address: Amanda.Sedlak@marshclearsight.com
7. Please answer the four questions below. Unanswered questions will delay payment.
   A. The vendor/payee ID number provided above is:
   Federal ID# [X] Social Security # [ ]
   B. Is vendor/payee incorporated:
   Yes [X] No [ ]
   C. Is a medical or legal service ever provided by vendor:
   Yes [ ] No [X]
   D. Is vendor/payee an employee of Nassau County:
   Yes [ ] No [X]

Section II- Financial Institution Information-
Complete this section only if you would like to be paid electronically

8. Routing Transit Number:
(Located at the bottom of your check)

1	2	1	0	0	0	2	4	8

9. Bank Account Number: 4122246440
10. Account Name *(Your name on the account)*: Marsh ClearSight LLC
11. Bank Name: Wells Fargo Bank

Check here [ ] if you wish to be removed from electronic payments and would like to receive paper checks.

12. Vendor Certification: Certification-Under penalties of perjury, I certify that: (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge. Certification Instructions-You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.
I understand that if I have completed Section II that I authorize payments to be received by electronic funds transfer into the bank account designated in Section II. I further understand that in the event that an erroneous electronic payment is sent, Nassau County reserves the right to reverse the electronic payment. In the event that a reversal cannot be implemented, Nassau County will utilize any other lawful means to retrieve payments to which the payee was not entitled.

DocuSigned by:
Chris Oddy
40954D0469F84C9...

Authorized Signature	Chris Oddy CFO Print Name/Title	8/27/2015 Date

CS STARS

AMENDMENT NO. 1 TO SOFTWARE LICENSE AND SERVICES AGREEMENT

This **FIRST AMENDMENT TO THE SOFTWARE LICENSE AND SERVICES AGREEMENT** ("***Amendment***") is entered into as of February 14, 2011 (the "***Effective Date***") between CS STARS LLC ("***CS STARS***") and Nassau County ("***Client***") to amend the **SOFTWARE LICENSE AND SERVICES AGREEMENT** entered into by the parties effective as of November 2, 2009 (the "***Agreement***").

The parties, in consideration of the mutual covenants and agreements stated herein, and other good, valuable and legally sufficient consideration as set forth in this Amendment, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

I. Amendment.

The parties agree to amend the Agreement as follows:

1.1 Exhibits. Exhibit A: Statements of Work shall be amended as follows:

(a) The parties mutually agree to **Deliverables. Section 1C** ***(i.e., 1. E. Customer Programming*** of SOW # 1 shall be amended to remove the following deleted Deliverables:

Deliverable	Description	What's Included in this Deliverable
ProLaw Interface	A set of standards for connecting and transferring data between CS STARS and ProLaw	The 30 service hours to complete this project are being transferred to SOW #3

(b) The attached **Statement of Work #3** shall be incorporated into and made a part of Exhibit A of the Agreement, effective as of February 1, 2011.

II. Miscellaneous.

2.1 No Modification. Except as expressly modified in this Amendment, the Agreement remains unchanged and in full force and effect. All other provisions of the Agreement will remain in full force and effect; provided, however, that in the event of conflict between the Agreement and this Amendment, the terms of this Amendment shall be controlling.